



STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

*"Dedicated to making Florida a better place to call home"*

JEB BUSH  
Governor

THADDEUS COHEN  
Secretary

December 8, 2005

Mr. Morris C. Massey  
Senior Chief Assistant Attorney  
City of Tampa  
315 East Kennedy Blvd.  
5th Floor  
Tampa, Florida 33602

Re: HUNTER'S GREEN; File Number AGM-08-2005-010

Dear Mr. Massey:

Enclosed is a copy of the executed agreement for HUNTER'S GREEN. Please record this agreement or a notice of preliminary development agreement with the clerk of the circuit court pursuant to subparagraph 380.06(8)(a)10., Florida Statutes, and provide the Department with a copy of the recorded agreement within two weeks.

If you have any questions, please call Anoch Lanh in the Bureau of Local Planning at (850) 488-4925.

Sincerely,

D. Ray Eubanks  
Community Program Administrator

DRE/dh

Enclosure

cc: Mr. John Meyer, Tampa Bay RPC (with enclosure)

**2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100**  
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956

## ESSENTIALLY BUILT-OUT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and among the Florida Department of Community Affairs (the "Department"), the City of Tampa, Florida (the "City"), and Arbor Greene Joint Venture (the "Developer").

### WITNESSETH:

WHEREAS, Developer is a Florida general partnership and is the successor developer of Hunter's Green Florida Quality Development ("FQD"); and

WHEREAS, the City is a political subdivision and a municipal corporation, the State of Florida; and

WHEREAS, the Tampa Bay Regional Planning Council ("TBRPC") is a Regional Planning Council formed pursuant to Chapter 186, Florida Statutes; and

WHEREAS, the Department is the State Land Planning Agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, which includes provisions relating to FQD's; and

WHEREAS, pursuant to Sub-Section 380.032(3), Florida statutes, the Department is authorized to enter into agreements as may be necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes; and

WHEREAS, the Department, the City and Developer desire to enter into this Section 380.032(3), Florida Statutes, Agreement; and

WHEREAS, on May 15, 1987, the Department issued a Development Order designating Hunters Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in the public records of Hillsborough County, Florida, on May 26, 1987 in Official Records Book 5128, Page 1848; and

WHEREAS, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended October 20, 1992, by the Second Amendment to the Development Order, and recorded October 28, 1992, in Official Records Book 6776, Page 1377 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended Mach 24, 1993, by the Third Amendment to the Development Order, and recorded April 7, 1993, in Official Records Book 6935, Page 1724 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended December 23, 1993, by the Fourth Amendment to the Development Order, and recorded January 18, 1994, in Official Records Book 7259, Page 769 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended June 30, 1994, by the Fifth Amendment to the Development Order, and recorded July 12, 1994, in Official Records Book 7455, Page 366 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended February 10, 1995, by the Sixth Amendment to the Development Order, and recorded February 14, 1995, in Official Records Book 7668, Page 1897 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended May 10, 1995, by the Seventh Amendment to the Development Order, and recorded May 15, 1995, in Official Records Book 7756, Page 1535 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended January 11, 1996, by the Eighth Amendment to the Development Order, and recorded January 25, 1996, in Official Records Book 8025, Page 1596 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended May 28, 1997, by the Ninth Amendment to the Development Order, and recorded June 5, 1997, in Official Records Book 8589, Page 218 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended September 17, 2001, by the Tenth Amendment to the Development Order, and recorded September 21, 2001, in Official Records Book 11082, Page 1786 in the public records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order, as amended, affects the development of the property description in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the Development Order has approved conceptually 3,048 single-family units and 852 multi-family units; and

WHEREAS, for transportation purposes and for purposes of final completion of the project, pursuant to the Tenth Amendment to the Development Order, the project has received

approval for 2,680 single-family dwellings and 852 multi-family dwellings; and

WHEREAS, all single-family lots have been platted and approximately 2,335 have been constructed; and

WHEREAS, 340 multi-family units remain to be constructed; and

WHEREAS, the only remaining unconstructed portion of the FQD consists of a parcel designated as a 14.8 multi-family site on the current Master Site Plan; and

WHEREAS, Developer intends to construct no more than 230 multi-family units on such site; and

WHEREAS, the Development Order expired December 15, 2004; and

WHEREAS, all the FQD obligations for the contribution funds, land, and public facilities expressly designated and used to mitigate impacts attributable to the approved development have been satisfied; and

WHEREAS, the Developer's request for this Agreement has been reviewed by TBRPC without objection.

NOW THEREFORE, for and in consideration of the foregoing recitals, which are true and correct and are incorporated herein by this reference, and the mutual covenants contained herein, it is hereby understood and agreed as follows:

1. The parties agree that pursuant to Section 380.06(15)(g)(3), Florida Statutes, the Hunter's Green/Arbor Greene FQD is "essentially built-out" because (a) the development is in compliance with all applicable terms and conditions of the Hunter's Green FQD Development Order except the build-out date; and (b) the amount of development that remains to be built, does not create the likelihood of any additional impacts not previously reviewed.

2. Notwithstanding the build-out date contained in the Hunter's Green FQD Development Order and due to the essentially built-out status of the FQD, development and construction of the remaining multifamily units may proceed in accordance with the applicable terms and conditions of the Development Order without further FQD review, including review under Section 380.061, Florida Statutes, upon the following conditions and limitation:

a. Developer shall construct no more than 230 of the approved 340 multifamily units. These multifamily units shall not be required to undergo a concurrency or transportation analysis if construction commences on or before three (3) years from the effective date of this Agreement.

b. Within thirty (30) days from the execution of this Agreement, the Developer shall deliver the sum of \$81,000.00 to the City of Tampa for purposes of installing a traffic signal at the intersection of Cross Creek Boulevard and Arbor Greene Drive and in satisfaction of any such obligation arising out of City of Tampa Ordinance No. 97-79. In addition, the Developer is subject to the City of Tampa Transportation Impact Fee Ordinance.

c. The City of Tampa may permit a maximum of 12,000 gsf of commercial uses as defined within the Hunter's Green/Arbor Green Development Orders, with the said entitlements drawn from unconstructed commercial entitlements. This square footage shall not be required to undergo a concurrency or transportation analysis if construction commences on or before three (3) years from the effective date of this agreement.

3. The parties agree that any request for future development of the FQD that exceeds 230 multifamily units and for 12,000 gsf of commercial uses as identified above, is unlikely to occur. Nevertheless, in the unlikely event Developer requests more units than permitted under this Agreement, that future development shall be subject to Section 380.065, Florida Statutes, and Developer shall be required to complete a cumulative analysis of the impact for the proposed development and existing development within the Hunter's Green FQD, as required thereunder.

4. The Department agrees that any minor revisions to the approved plans for the Hunter's Green FQD and under this Agreement that require permitting by the City Of Tampa shall not require the approval or review of the Department.

5. After the effective date of this Agreement, Developer shall no longer be required to file annual reports herein.

6. Developer asserts and warrants that all representations and statements made as set forth in this Agreement are true, accurate and complete. Based upon such representations and statements, the Department concludes that this Agreement is in the best interest of the State, as necessary and beneficial to the Department in its role as the State agency with the responsibility for the administration and enforcement of Chapter 380, Florida Statutes and reasonably applies and effectuates the provisions and purposes of Chapter 380, Florida Statutes.

7. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, the Department or the County may terminate this Agreement or file suit to enforce this Agreement as provided in Section 380, Florida Statutes.

8. This Agreement affects the rights and obligations of the parties under Chapter 380, Florida Statutes. It is not intended to determine or influence the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals that might

be required by state law or local ordinance for any development authorized by this Agreement. Any amendment or modification of this Agreement shall not be effective unless contained in writing, signed by the parties.

9. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Developer shall insure and provide that any successor in interest in and to any lands or parcels affected by this Agreement is bound by the terms of this Agreement. Developer shall record this Agreement in the official records of Hillsborough County, Florida, and shall provide the Department and the City, with a certification documenting the recording of this Agreement in the form attached hereto as Exhibit "B", including book and page number within two weeks of the date of execution of this Agreement.

10. The effective date and date of execution of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 05 day of December, 2005.

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

WITNESSES:

[Signature]  
Print name: Pamela T. Knight

[Signature]  
Print name: Beth Barineau

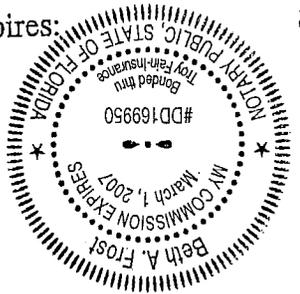
By: [Signature]  
Its: \_\_\_\_\_  
Date: December 5, 2005

STATE OF Florida )  
COUNTY OF Leon )

The foregoing instrument was acknowledged before me this 5th day of December, 2005, by James L. Quinn, as State Planning Administrator of Florida Department of Community Affairs. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large [SEAL]

My Commission Expires:



CITY OF TAMPA, FLORIDA

WITNESSES:

Michelle Phillips  
Print name: Michelle Phillips

Dolores Castore  
Print name: DOLORES CASTORE

By: Pam Iorio  
Its: PAM IORIO, Mayor  
Date: November 14, 2005

ATTEST: Shirley Ann Knowles  
City Clerk / ~~Deputy City Clerk~~

Approved as to form:

Morris C. Massey  
Morris C. Massey  
Senior Chief Assistant City Attorney

The execution of this document was authorized  
by Resolution No. 2005-1424  
[Signature]  
(signature)

City Attorney  
 Assistant City Attorney

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 14th day of November, 2005, by Pam Iorio, as Mayor of City of Tampa, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

Conchi I. Tilton  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large [SEAL]

My Commission Expires:

CONCHI I. TILTON  
Notary Public, State of Florida  
My comm. exp. Sept. 6, 2009  
Comm. No. DD 468709

ARBOR GREENE JOINT VENTURE,  
a Florida general partnership

By: Arbor HG, Inc., a Florida corporation  
as its authorized general partner

WITNESSES:

Michael E. [Signature]  
Print name: MICHAEL E. [Signature]

Judy A. George  
Print name: Judy A. GEORGE

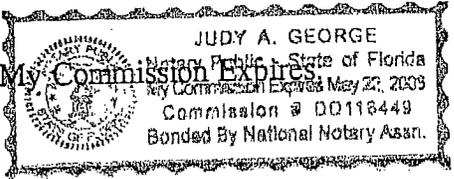
By: [Signature]  
Charles B. Funk, President

Date: Sept. 28, 2005

STATE OF Florida )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Sept., 2005, by Charles B. Funk, President of Arbor HG, Inc., a Florida corporation, in its capacity as the authorized general partner of Arbor Greene Joint Venture, a Florida general partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
State of FLORIDA at Large [SEAL]



**EXHIBIT "A"**

**Legal Description**

## EXHIBIT "A"

## DESCRIPTION:

Being all of Section 18 and a portion of Sections 16, and 17, Township 27 South, Range 20 East, AND a portion of Section 13 and 24, Township 27 South, Range 19 East, Hillsborough County, Florida; being more particularly described as follows:

For a Point of Beginning (P.O.B.), commence at the Southwest corner of said Section 18, run thence along the East boundary line of said Section 24, S.00°24'07"W., a distance of 2665.13 feet; thence N.89°28'15"W., a distance of 3038.43 feet; thence N.01°18'38"E., a distance of 1816.99 feet; thence N.48°54'19"E., a distance of 1993.87 feet; thence N.00°49'34"E., a distance of 1375.07 feet; thence N.25°36'02"W., a distance of 1535.97 feet to the Easterly right-of-way line of County Road No. 581; thence along said right-of-way line, N.41°45'25"E., a distance of 2544.78 feet; thence continue along said right-of-way line 205.88 feet along the arc of a curve to the left, said curve having a radius of 1532.40 feet and a chord of 205.73 feet which bears N.37°54'32"E, to the North boundary line of said Section 13; thence along the North boundary line of said Section 13, S.89°59'49"E., a distance of 173.65 feet to the Northwest corner of said Section 18; thence along the North boundary line of said Section 18, S.89°45'60"E., a distance of 5349.98 feet to the Northwest corner of said Section 17; thence along the North boundary line of said Section 17, S.89°52'47"E., a distance of 5338.38 feet to the Northwest corner of said Section 16; thence along the North boundary line of said Section 16, S.89°45'27"E., a distance of 3319.72 feet to the East boundary line of the West 5/8 of said Section 16; thence along said East boundary line, S.00°25'06"E., a distance of 4725.98 feet; thence N.70°39'49"W., a distance of 673.43 feet; thence N.79°08'23"W., a distance of 89.49 feet; thence S.88°56'27"W., a distance of 1779.50 feet; thence S.88°14'42"W., a distance of 473.29 feet; thence S.76°51'54"W., a distance of 336.53 feet to the East boundary line of said Section 17; thence continue S.76°51'54"W., a distance of 47.31 feet; thence S.74°57'54"W., a distance of 279.60 feet; thence S.62°08'11"W., a distance of 80.76 feet; thence S.52°33'47"W., a distance of 113.90 feet; thence S.42°33'01"W., a distance of 89.10 feet; thence S.33°21'26"W., a distance of 364.62 feet; thence S.35°34'15"W., a distance of 47.99 feet; thence S.39°24'26"W., a distance of 40.03 feet; thence S.42°18'40"W., a distance of 52.81 feet to the South boundary line of said Section 17; thence along the South boundary line of said Section 17, N.89°53'54"W., a distance of 1812.86 feet; thence continue along the South boundary line of said Section 17, N.89°54'41"W., a distance of 2647.99 feet to the Southeast corner of said Section 18; thence along the South boundary line of said Section 18, N.89°54'35"W., a distance of 2644.68 feet; thence continue along the South boundary line of said Section 18, N.89°54'43"W., a distance of 2644.25 feet to the Point of Beginning.

**EXHIBIT "B"**

CERTIFICATION

The undersigned, as attorney for Arbor Greene Joint Venture, hereby certifies that that Essentially Built-Out Agreement by and among the Florida Department of Community Affairs the City of Tampa, Florida, and Arbor Greene Joint Venture (the "Developer") was fully executed and recorded the \_\_\_ day of \_\_\_\_\_, 2005 at Official Record Book \_\_\_\_, Page \_\_\_\_, of the Public Records of Hillsborough County, Florida.

BRICKLEMYER SMOLKER & BOLVES, P.A.

\_\_\_\_\_  
Douglas C. Roland

Date: \_\_\_\_\_

**TENTH AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE  
FILE DCA 95-39-FOF-BL (FQD)  
ISSUED BY  
DEPARTMENT OF COMMUNITY AFFAIRS**

## **PART V. DEVELOPMENT ORDER AMENDMENTS**

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition, to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and subject to, requirements of the local government comprehensive plan and agency rules and regulations and specified herein.

### **G. Tenth Amendment to the Hunter's Green Development Order**

**WHEREAS**, ON May 15, 1987, the Department issued a Development Order designating Hunter's Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in Public Records of Hillsborough County, Florida on May 26, 1987, in Official Records Book 5128, Page 1848; and

**WHEREAS**, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended October 20, 1992 by the Second Amendment to the Development Order, and recorded October 28, 1992 in Official Records Book 6776, Page 1377 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended March 24, 1993 by the Third Amendment to the Development Order, and recorded April 7, 1993 in Official Records Book 6935, Page 1724 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended December 23, 1993 by the Fourth Amendment to the Development Order, and recorded January 18, 1994 in Official Records Book 7259, Page 769 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended June 30, 1994, by the Fifth Amendment to the Development Order, and recorded July 12, 1994, in Official Records Book 7455, Page 366 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended February 10, 1995, by the Sixth Amendment to the Development Order, and recorded February 14, 1995, in Official Records Book 7668, Page 1897 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended May 10, 1995, by the Seventh Amendment to the Development Order, and recorded May 15, 1995, in Official Records Book 7756, Page 1535 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended January 11, 1996, by the Eighth Amendment to the Development Order, and recorded January 25, 1996, in Official Records Book 8025, Page 1596 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended May 28, 1997, by the Ninth Amendment to the Development Order, and recorded June 5, 1997, in Official Records Book 8589, Page 218 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, on December 6, 2000, the Tampa Bay Regional Planning Council notified the Department that they would not be providing discussion or issuing a recommendation concerning the Tenth Amendment to the Hunter's Green Development Order's consistency with Florida Statutes, Local Government Comprehensive Plan(s) and/or the Council's Strategic Regional Policy Plan because the proposal is located within the boundaries governed by the Sustainable Communities Agreement for the City of Tampa and Hillsborough County.

**WHEREAS**, on August 10, 2001, the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a change and is consistent with the intent of the Development Order; and

**WHEREAS**, the Department has reviewed the proposed change, as well as all related testimony and evidence submitted by the Developer, the other Reviewing Entities and other commenting agencies.

**NOW , THEREFORE, BE IT ORDERED BY THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:**

#### **I. FINDINGS OF FACT**

- A. Prior Transportation staging has been approved for 3,379 dwelling units and 100,000 square feet of commercial space. There has been no allocation between the single family units and multifamily units in any of the stages. The traffic analysis for the project through Stage III provided for 2,736 single family dwellings and 644 multi-family dwellings. The traffic analysis for Stage IV provided for an allocation of 2,680 single family dwellings and 852 multi-family dwellings for all Stages.

- B. The Department finds that the addition of 153 multi-family dwelling units will result in negligible impact on the highway facilities within the FQD Impact Area and will not require mitigation.
- C. The Department finds that the proposed change does not constitute a substantial change and furthers the purposes of 380.061, Florida Statutes.

## **II. GENERAL PROVISIONS**

- A. The May 15, 1987, Hunter's Green Development Order is hereby amended to include and incorporate all of the provisions of this amendment.
- B. Upon execution of the Amendment, it shall be transmitted by the Secretary of Community Affairs to the City Council of the City of Tampa, the Tampa Bay Regional Planning Council and the Developer.
- C. Within ten (10) days of the issuance of this amendment, the Developer shall record this amendment in the Public Records of Hillsborough County.
- D. This amendment is for the purpose of, and hereby specifically authorizes the construction of 153 additional residential units, subject to paragraph IV.G.1.f. of the May 15, 1987, Hunter's Green Development Order, as amended Herein, and Paragraph III.A. of this Amendment. In addition, this amendment will allow the Developer to satisfy its obligation to pay \$307,356.00 to the City of Tampa for traffic mitigation, as specified in Paragraph III.B. of the Eighth Amendment to the Development Order, by conveying to the City of Tampa that portion of Cross Creek Boulevard lying within the project. Except as specifically provided herein for Stage IV of the Development, nothing in this Amendment shall alter, amend or modify the terms and conditions of the Hunter's Green Development Order.

## **III. CONDITIONS AND DEVELOPER'S COMMITMENT – STAGE IV**

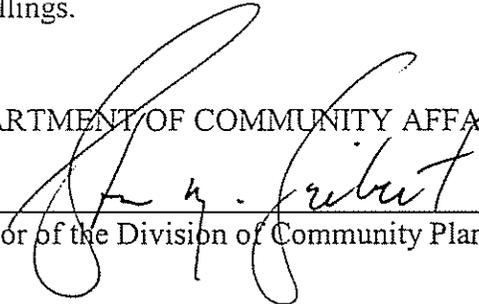
- A. Within thirty (30) days from the date of this Amendment, the Developer shall convey to the City of Tampa that portion of Cross Creek Boulevard lying within the project and as shown on the Master Plan. Such conveyance shall satisfy fully and is in exchange of the Developer's obligation for a Total Fair Share Contribution of \$307,356.00 as specifically set forth in the Eight Amendment to the Hunter's Green Development Order and, in addition, the Developer will obtain a \$307,356.00 credit against impact fees for its contribution provided that the Developer complies with the requirements of Chapter 25 of the City Code in connection with the credits.
- B. The buildout of Stage IV shall consist of 208 multi-family dwelling units and is approved for a period ending December 15, 2004. Stage III shall be reduced by 56 single family

units. Stage IV shall run concurrently with Stage III. The Developer shall be entitled to request an extension of time for Stage IV until December 15, 2005. Any such extension of time will need to be approved through an amendment to the Development Order. The Developer may apply for a Stage IV extension by first providing the Department of Community Affairs with an update of the Current Traffic Counts and Background Growth which demonstrates that the extension will not result in a substantial impact to identified regional roadways, and then submitting the proposed change to the Department, the Tampa Bay Regional Planning Council and the City of Tampa, pursuant to 9J-28.024, F.A.C.

- C. The Department has determined that Stage IV does not result in any additional impacts, provided, however, that impact fees shall be paid in accordance with the City of Tampa Impact Fee Ordinance for the units, subject to what credits may be available to the Developer under Section 380.06(16), Florida Statutes. The aggregate approval of dwelling units for all transportation Stages is 3,532 and shall be allocated as 2,680 single family dwellings and 852 multi-family dwellings.

Date: 9.04.01

DEPARTMENT OF COMMUNITY AFFAIRS

By:   
Director of the Division of Community Planning



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Helping Floridians create safe, vibrant, sustainable communities"*

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

May 2, 1997

Mr. Tim Butts  
Tampa Bay Regional Planning Council  
9455 Koger Boulevard  
St. Petersburg, Florida 33702-2491

RE: Hunter's Green Florida Quality Development (FQD)  
ADA 886-082  
Ninth Amendment to the Development Order

Dear Mr. Butts:

Enclosed please find an original ninth amendment to the development order designating Hunter's Green as a Florida Quality Development. An original development order amendment has also been transmitted to the City of Tampa and the developer on this date.

If you have any questions or comments regarding this matter, please contact me or Darrin Taylor in the Bureau of Local Planning at (904) 487-4545.

Sincerely,

Maria Abadal Cahill  
Growth Management Administrator

MAC/Its

Enclosure

FLORIDA KEYS  
Area of Critical State Concern  
Field Office  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

GREEN SWAMP  
Area of Critical State Concern  
Field Office  
155 East Summerlin  
Bartow, Florida 33830-4641

SOUTH FLORIDA  
RECOVERY OFFICE  
P.O. Box 4022  
8600 N.W. 36th Street  
Miami, Florida 33159-4022

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100  
Phone: 904.488.8466/Suncom 278.8466 FAX: 904.921.0781/Suncom 291.0781  
Internet address: <http://www.state.fl.us/comaff/dca.html>

NINTH AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE  
File: DCA 95-39-FOF-FL (FQD)  
ISSUED BY  
DEPARTMENT OF COMMUNITY AFFAIRS

## **PART V. DEVELOPMENT ORDER AMENDMENTS**

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and are subject to, requirements of the local government comprehensive plan and agency rules and regulations as specified herein.

### **G. Ninth Amendment to the Hunter's Green Development Order**

**WHEREAS**, on May 15, 1987, the Department issued a Development Order designating Hunter's Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848; and

**WHEREAS**, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended October 20, 1992 by the Second amendment to the Development Order, and recorded October 28, 1992 in Official Records Book 6776, Page 1377 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended March 24, 1993 by the Third Amendment to the Development Order, and recorded April 7, 1993 in Official Records Book 6935, Page 1724 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended December 23, 1993 by the Fourth Amendment to the Development Order, and recorded January 18, 1994 in Official Records Book 7259, Page 769 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended June 30, 1994 by the Fifth Amendment to the Development Order, and recorded July 12, 1994 in Official Records Book 7455, Page 366 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended February 10, 1995 by the Sixth Amendment to the Development Order, and recorded February 14, 1995 in Official Records Book 7668, Page 1897 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended May 10, 1995 by the Seventh Amendment to the Development Order, and recorded May 15, 1995, in Official Records Book 7756, Page 1535 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended January 11, 1996 by the Eighth Amendment to the Development Order, and recorded January 25, 1996 in Official Records Book 8025, Page 1596 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, on October 16, 1996 the developer proposed a Ninth Amendment to the Hunter's Green Development Order; and

**WHEREAS**, on January 13, 1997 the Tampa Bay Regional Planning Council notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, on March 31, 1997 the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, the Department has reviewed the proposed ninth change, as well as all related testimony and evidence submitted by the Developer, and other Reviewing Entities and other commenting agencies; and

**WHEREAS**, the Department has found the proposed ninth change does not constitute a substantial change and furthers the purposes of Section 380.061, Florida Statutes.

**NOW, THEREFORE, BE IT ORDERED BY THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:**

1. The Master Plan (Map G-1 in the Application for Development Designation) is hereby replaced by the Master Plan as revised on February 26, 1997 and attached hereto as Exhibit A. The Master Plan changes, approved by this Ninth Amendment to the Development Order, concern the realignment of internal roadways, the designation of development parcels in general terms, permitting encroachment within 7% of the Hillsborough County Environmental Protection Commission's (EPC) wetland jurisdictional area, the increase of the number of multifamily dwellings, the decrease of the number of single family dwellings, the decrease of the total dwelling units approved for the project, the addition of upland preserve areas and the elimination of a gopher tortoise area
  
2. A wildlife habitat management plan for the on-site upland and wetland preserves should be prepared and submitted to the Florida Game and Fresh Water Fish Commission (GFC) and the Department of Community Affairs (DCA) for review, modification and approval within six months of the issuance of this Ninth Amendment to the Development Order. The final approved wildlife habitat management plan should be incorporated into the development order. The plan should include:
  - a) A list of restoration activities of the disturbed and previously impacted areas of the alternate preserve sites, including the south boundary perimeter road and recent plow line, and a schedule describing the sequence of restoration activities.
  - b) A table indicating the timing and sequence of the controlled burn/mechanical maintenance design for the managed upland communities.
  - c) A completed wildlife survey, prior to restoration activities, for each upland preservation unit. The results of the survey need to be incorporated into the development order as part of the final approved wildlife habitat management plan. We recommend use of standard gopher tortoise population survey methodology that encompasses 100% of the gopher tortoise habitat in the preserves.
  - d) Wildlife monitoring of the preserves at five-year intervals with the next monitoring event scheduled for 2002 and will continue until the last residential unit is constructed at Arbor Greene. The results of the monitoring should be provided to the GFC, DCA and the City of Tampa.
  - e) Mapping and reporting to the GFC, DCA and the City of Tampa of other listed species (eagle nests, bird rookeries, sandhill crane nests) subsequently recruited to the

preservation sites, including the wetland preserves. Revisions to the plan may be warranted to manage habitats for these additional listed species.

f) The protection of the restoration/preservation areas by conservation easement. All lands used as upland preservation and mitigation should be placed under a conservation easement in favor of GFC.

3. The developer may impact up to 7% of the Hillsborough County Environmental Protection Commission's (EPC) wetland jurisdictional area within Arbor Greene, the area east of the bold border line identified on the revised Map H. However, the 7% does not include Department of Environmental Protection jurisdictional wetlands. Any encroachment is subject to review and approval by Southwest Florida Water Management District, the Army Corps of Engineers and Hillsborough County Environmental Protection Commission prior to displacement.

4. The developer must provide a minimum of 9.85 acres within Arbor Greene for park purposes. Parks must meet City of Tampa park land standards. In the event more than 1,098 dwelling units are constructed within Arbor Greene, then the developer must further mitigate for parks by either; 1) paying to the City of Tampa \$55.56 per dwelling unit; 2) provide additional park acreage within Arbor Greene at a rate of 1 acre of park for every 109.8 dwelling units or; 3) a combination of 1 and 2 as approved by the City of Tampa.

5. Section IV.C.13 is hereby amended to read as follows:

"No underground storage tanks shall be allowed on the Development, except that propane tanks for residential and recreational purposes meeting all applicable federal, state and local regulations shall be permitted to be buried."

6. Condition IV.A is amended to provide for the following total number of units:

Single family unattached	2,905
Single family attached	143
Multifamily	852
-----	
Total Dwelling Units	3,900

7. Condition IV.D.1.c. is amended to reduce the gopher tortoise acreage from 20.05 acres to 12.85 acres. As further mitigation, the Developer will pay to the Florida Game and Freshwater Fish Commission the sum of \$31,293.00. The GFC gopher tortoise incidental take permit will not go into effect until after the money is received by GFC.

8. Within Arbor Greene, the developer may construct up to 2,000 gross square feet of commercial space.

9. Within Arbor Greene, the developer may identify and develop a site up to .7 acres for use as a day care.
10. The following shall be added to the Development Order as a General Provision:  
III.S. With respect to the Arbor Greene portion of Hunter's Green, being more fully described in Exhibit "A" to this Ninth Amendment, Developer may assign Arbor Greene Community Development District the obligations for maintenance of common areas, common facilities, amenities and enforcement of activities within Protected Areas.
11. The Developer shall record this Ninth Amendment to the Hunter's Green Development Order within the Public Records of Hillsborough County, within thirty days of issuance.

**DEPARTMENT OF COMMUNITY AFFAIRS**

Date: 5/2/97

By: Charles Patterson



147

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

January 12, 1996

Mr. Tim Butts  
DRI Coordinator  
Tampa Bay RPC  
9455 Koger Blvd., Suite 219  
St. Petersburg, Florida 33702-2491

RE: Hunter's Green Florida Quality Development (FQD)  
ADA 886-082  
Eighth Amendment to the Development Order

Dear Mr. Butts:

Enclosed please find an original eighth amendment to the development order designating Hunter's Green as a Florida Quality Development. An original development order amendment has also been transmitted to the local government and the developer on this date.

If you have any questions regarding this matter, please contact me or Jim Snyder in the Bureau of Local Planning at (904) 487-4545.

Sincerely,

Maria Abadal Cahill  
Growth Management  
Administrator

MAC/td

Enclosure

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

FLORIDA KEYS AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

SOUTH FLORIDA RECOVERY OFFICE  
P.O. Box 4022  
8600 N.W. 36th Street  
Miami, Florida 33159-4022

GREEN SWAMP AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
155 East Summerlin  
Bartow, Florida 33830-4641

EIGHTH AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE

File: DCA 95-39-FOF-BL (FQD)

ISSUED BY  
DEPARTMENT OF COMMUNITY AFFAIRS

## PART V. DEVELOPMENT ORDER AMENDMENTS

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and are subject to, requirements of the local government comprehensive plan and agency rules and regulations as specified herein.

### G. Eighth Amendment to the Hunter's Green Development Order

WHEREAS, on May 15, 1987, the Department issued a Development Order designating Hunter's Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848; and

WHEREAS, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended October 20, 1992 by the Second Amendment to the Development Order, and recorded October 28, 1992 in Official Records Book 6776, Page 1377 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended March 24, 1993 by the Third Amendment to the Development Order, and recorded April 7, 1993 in Official Records Book 6935, Page 1724 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended December 23, 1993 by the Fourth Amendment to the Development Order, and recorded January 18, 1994 in Official Records Book 7259, Page 769 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended June 30, 1994 by the Fifth Amendment to the Development Order, and recorded July 12, 1994 in Official Records Book 7455, Page 366 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended February 10, 1995 by the Sixth Amendment to the Development Order, and recorded February 14, 1995 in Official Records Book 7668, Page 1897 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended May 10, 1995 by the Seventh Amendment to the Development Order and recorded May 15, 1995 in Official Records Book 7756, Page 1535 of the Public Records of Hillsborough County, Florida; and

WHEREAS, pursuant to Paragraph IV. of the Development Order, Markborough Florida, Inc. (the "Developer") was authorized to complete development of Stage I and II as defined in the Hunter's Development Order as amended; and

WHEREAS, pursuant to the Hunter's Green Development Order, conceptual approval for future phases is subject to further traffic impact and air quality studies pursuant to 380.06, Florida Statutes; and

WHEREAS, the Developer has fulfilled its obligations in Stage I and II with respect to transportation mitigation and on-site facilities; and

WHEREAS, the Developer submitted a Transportation Study (the "Study") on August 10, 1995 and supplemental information on October 26, 1995, indicating the impacts of 1,250 additional residential units and 10,000 square feet of retail commercial space ("Stage III") upon defined transportation facilities; and

WHEREAS, the Tampa Bay Regional Planning Council has reviewed the Transportation Study submitted and prepared recommendations for approval; and

WHEREAS, on January 11, 1996 the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order is consistent with the intent of the Development Order; and

NOW, THEREFORE, BE IT ORDERED BY THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:

#### I. FINDINGS OF FACT

A. The Department finds that conditions and obligations to make transportation improvements as required in the Development Order, so far as it related to Stage I and II have been completed and fully satisfied.

B. The Department and the Reviewing Entities have received the Study and the supplemental information which included to Stage III Traffic Analysis and have formally commented on it. The Developer has supplied sufficiency responses to the Reviewing Entities.

C. The Developer's Stage III Traffic Analysis was completed in full compliance and conformity with Paragraph IV.A. and IV.G. of the Development Order and is sufficient.

D. The Department has determined that completion of Stage III will result in substantial impacts to the regionally significant highway transportation facilities within the FQD Impact Area and will require mitigation.

#### II. GENERAL PROVISIONS

A. The May 15, 1987, Hunter's Green Development Order is hereby amended to include and incorporate all of the provisions of this Amendment.

B. Upon Execution of the Amendment, it shall be transmitted by the Secretary of the Department of Community Affairs to the City Council of the City of Tampa, the Tampa Bay Regional Planning Council and the Developer.

C. Within ten (10) days of the issuance of this Amendment, the Developer shall record this Amendment in the Public Records of Hillsborough County, Florida.

D. This Amendment is for the purpose of, and hereby specifically authorizes the construction of 1,250 additional residential dwelling units and 10,000 gross square feet of retail commercial space (Stage III), subject to paragraph IV.G.1.f of the May 15, 1987, Hunter's Green Development Order, as amended herein, and Paragraph III of this Amendment. Construction of square footage

approved within Stage III may commence immediately subject to the provisions pursuant to Paragraph III hereof. Except as specifically provided herein for Stage III of the Development, nothing in this Amendment shall alter, amend or modify the terms and conditions of the Hunter's Green Development Order.

III. CONDITIONS AND DEVELOPER'S COMMITMENTS -- STAGE III

A. The buildout date for Stage II has been extended to December 15, 1997.

B. As represented in the Developer's Study submitted for Stage III, there are two roadway links and one intersection where the Development traffic is projected to contribute five percent (5%) or more of the existing LOS "D" peak hour service volume of the roadway to the projected traffic volume during Stage III and the LOS is below the acceptable LOS (LOS D). The roadway links and intersection impacted by Stage III and the proportionate share contribution for the required improvement are as follows:

Fletcher Avenue - I-275 to Nebraska	4LD to 6LD	\$36,794 (1995)
Bearss Avenue - I-275 to Nebraska	4LD to 6LD	\$28,589 (1995)
Bearss Avenue at CR 581	EB right EB left Revise Signal	\$45,000 (1995)

The Developer's Study includes a proportionate share contribution for the new East/West Corridor (Extension of Cross Creek Boulevard) which the study assumes will be constructed prior to buildout of Stage III and the project will utilize more than 5 percent of the new roadways service volume. The proportionate share contribution is as follows:

East/West Connector - CR 581 to west 1/2 mile	new 4LD	\$104,700
East/West Connector - West 1/2 mile to Tampa Palms	new 2LD	\$92,273

The Total Proportionate Share Contribution including the new East/West Connector is \$307,356 (1995). The proportionate share contribution shall be paid to the City of Tampa prior to the

issuance of building permits for Stage III. The proportionate share contribution will be used by the City of Tampa specifically for building the East/West Connector. The Developer will also be responsible for payment of impact fees in accordance with the City of Tampa Transportation Ordinance. The City of Tampa shall credit the developer towards exaction of these impact fees as required by Section 380.06 (16), Florida Statutes.

The buildout of Stage III is approved for a period ending December 15, 2004. Developer shall be entitled to request an extension of time for Stage III until December 15, 2005. Any such extension of time will need to be approved through an amendment to the Development Order. The Developer may apply for a Stage III extension by first providing the Department of Community Affairs with an update of Current Traffic Counts and Background Growth which demonstrates that the extension will not result in a substantial impact to identified regional roadways, and then submitting the proposed change to the Department, the Tampa Bay Regional Planning Council and the City of Tampa, pursuant to 9J-28.024, F.A.C.

C. The Department has determined that the Developer's impact fees, required for Stage III of the Development, is equivalent of the estimated impact fees payable for 1,250 residential units and 10,000 square feet of commercial space, or \$2,960,139.50. The precise or exact impact fee, and thus the funding contribution is dependent upon the actual size of the dwelling units constructed, any applicable credits, and the provisions of the City of Tampa Transportation Ordinance (the "Net Impact Fees"); as such, as Certificates of Occupancy are issued the exact impact fee shall be assessed and paid.

DEPARTMENT OF COMMUNITY AFFAIRS

Date: January 11, 1996

By: Charles Pattison

RECEIVED AND ACKNOWLEDGEMENT  
Filed on this date, with the designated  
Department Clerk, receipt of which  
is hereby acknowledged.

David Jordan, Jr 1/14/96  
Jane R. Bass Date  
Department Clerk



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

May 11, 1995

Mr. Tim Butts  
DRI Coordinator  
Tampa Bay RPC  
9455 Koger Blvd., Suite 219  
St. Petersburg, Florida 33702-2491

RE: Hunter's Green Florida Quality Development (FQD)  
ADA 886-082  
Seventh Amendment to the Development Order

Dear Mr. Butts:

Enclosed please find an original seventh amendment to the development order designating Hunter's Green as a Florida Quality Development. An original development order amendment has also been transmitted to the local government and the developer on this date.

If you have any questions regarding this matter, please contact me or Tony Dominski in the Bureau of Local Planning at (904) 487-4545.

Sincerely,

*Maria Pennington*  
Maria Abadal Cahill for HA  
Growth Management  
Administrator

MAC/td

Enclosure

SEVENTH AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE

File: DCA 95-39-FOF-BL (FQD)

ISSUED BY  
DEPARTMENT OF COMMUNITY AFFAIRS

**PART V. DEVELOPMENT ORDER AMENDMENTS**

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and are subject to, requirements of the local government comprehensive plan and agency rules and regulations as specified herein.

**G. Seventh Amendment to the Hunter's Green Development Order**

**WHEREAS**, on May 15, 1987, the Department issued a Development Order designating Hunter's Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848; and

**WHEREAS**, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended October 20, 1992 by the Second Amendment to the Development Order, and recorded October 28, 1992 in Official Records Book 6776, Page 1377 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended March 24, 1993 by the Third Amendment to the Development Order, and recorded April 7, 1993 in Official Records Book 6935, Page 1724 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended December 23, 1993 by the Fourth Amendment to the Development Order, and recorded January 18, 1994 in Official Records Book 7259, Page 769 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended June 30, 1994 by the Fifth Amendment to the Development Order, and recorded July 12, 1994 in Official Records Book 7455, Page 366 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended February 10, 1995 by the Sixth Amendment to the Development Order, and recorded February 14, 1995 in Official Records Book 7668, Page 1897 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, on April 27, 1995 the Tampa Bay Regional Planning Council notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, on May 5, 1995 the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, the Department has reviewed the proposed change, as well as all related testimony and evidence submitted by the Developer, the other Reviewing Entities and other commenting agencies; and

**WHEREAS**, the Department has found the proposed change does not constitute a substantial change and furthers the purposes of Section 380.061, Florida Statutes.

NOW, THEREFORE, BE IT ORDERED BY THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:

1. The Master Plan (Map G-1 in the Application for Development Designation) is hereby replaced by the Master Plan as revised on November 28, 1994 and attached hereto as Exhibit 1. The only Master Plan changes, approved by this Seventh Amendment to the Development Order, concern a redesign of residential Parcels 20, 24, and 29; commercial Tract T-1; and, Lakes 1, 26, and 27A. The Master Plan changes are depicted on Exhibits 2-A, 2-B, 2-C and 2-D, attached hereto.
  
2. Item 7., Sixth Amendment to the Development Order should read as follows:

7. Within six (6) months following the issuance of a building permit for the proposed middle school at Hunter's Green, the developer shall cause a study of the intersection of County Road 581 and Cross Creek Boulevard to determine whether a signal is warranted.

If the study shows that a signal is warranted, then the developer shall demonstrate to the satisfaction of the City of Tampa that construction of the signal will be completed prior to the issuance of a Certificate of Occupancy for the middle school; provided, however, that if the developer has commenced the design and engineering for the signal and applied for the appropriate construction permit in a manner reasonably calculated to allow completion of the signal prior to the opening of the school, and the completion is delayed for reasons not within the control of the developer, the City shall grant a reasonable extension of time and shall not delay the opening of the school. City further shall cooperate with the developer in its efforts to complete the signal in a timely manner.

If the study shows that a signal is not warranted, then the developer shall have no obligation to construct it in connection with this amendment.

3. The Developer shall record this Seventh Amendment to the Hunter's Green Development Order within the Public Records of Hillsborough County, within thirty days of issuance.

DEPARTMENT OF COMMUNITY AFFAIRS

Date: 3/10/95

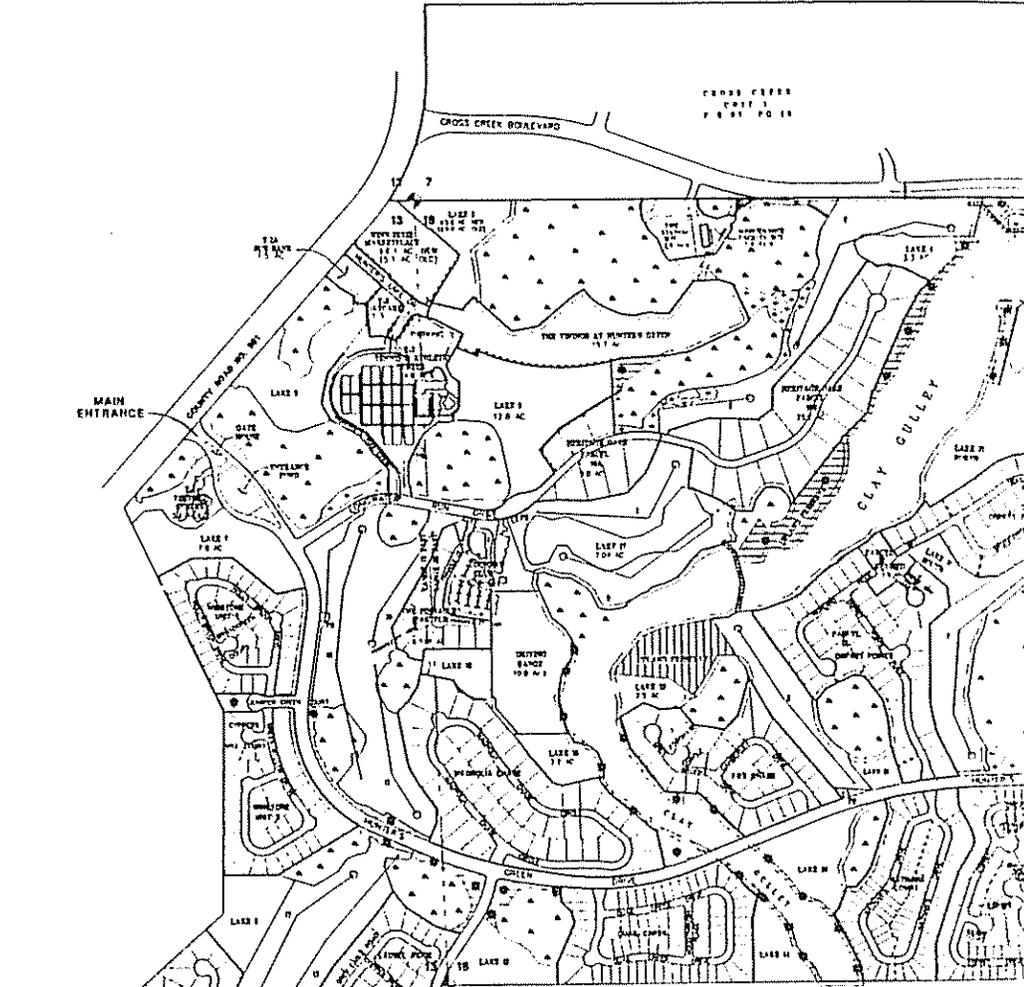
By: Charles Patterson

FILING AND ACKNOWLEDGEMENT

FILED, on this date, with the designated Department Clerk, receipt of which is hereby acknowledged.

Jane R. Baer 3/11/95  
Jane R. Baer Date  
Department Clerk





**LEGEND**

APPROXIMATE ACREAGE

- EXISTING WETLANDS
- MITIGATED WETLANDS
- UPLAND PRESERVE 20.1 AC ±
- UPLAND PRESERVE TO BE USED AS GOPHER TORTOISE PRESERVE 21.7 AC ±
- MITIGATED WETLANDS TO BE USED AS WOOD STORK FEEDING AREA
- OAK KNOLL TO BE PRESERVED 2.48 AC ±

**PROJECT PHASING SCHEDULE**

LAND USE / PHASE	PHASE				PROJECT DURATION
	1980-1983	1983-1987	1987-1990	1990-1993	
Single Family Residential	1,200	1,200	1,200	1,200	4,800
Single Family Attached	100	100	100	100	400
Single Family Attached & Multi-Family	100	100	0	0	400
Commercial	100,000	0	0	0	100,000

\* RESIDENTIAL DENS RECOMMENDED AS DENSITY LEVELS INCREASED TO 20 UNITS PER ACRE IN PHASE 2.



11-2-2001

HUNTER'S GREEN  
ELEMENTARY SCHOOL  
15.0 AC.

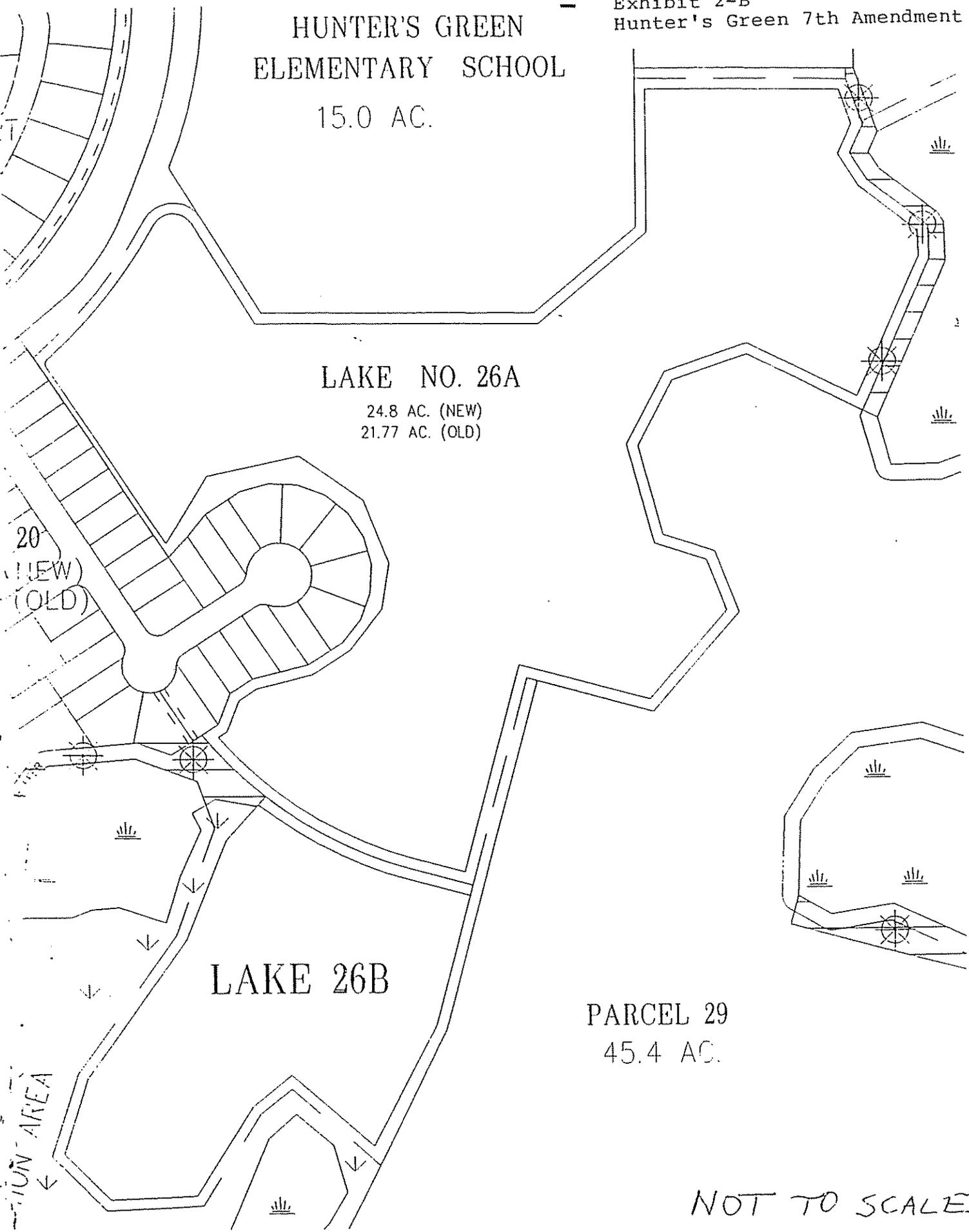
LAKE NO. 26A  
24.8 AC. (NEW)  
21.77 AC. (OLD)

20  
(NEW)  
(OLD)

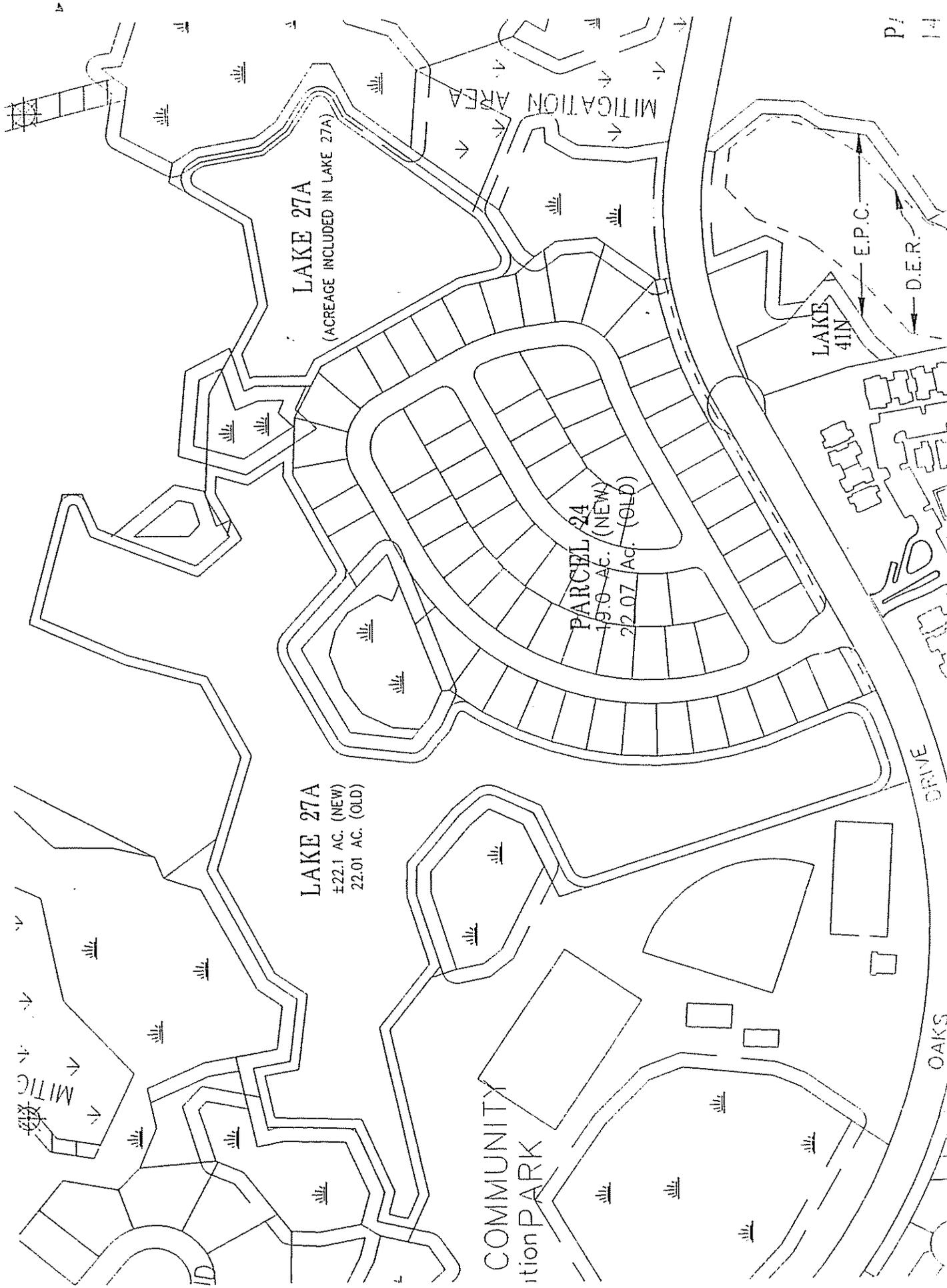
LAKE 26B

PARCEL 29  
45.4 AC.

UN-  
ION AREA



NOT TO SCALE







STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

February 10, 1995

Mr. Tim Butts  
DRI Coordinator  
Tampa Bay RPC  
9455 Koger Blvd., Suite 219  
St. Petersburg, Florida 33702-2491

RE: Hunter's Green Florida Quality Development (FQD)  
ADA 886-082  
Sixth Amendment to the Development Order

Dear Mr. Butts:

Enclosed please find an original sixth amendment to the development order designating Hunter's Green as a Florida Quality Development. An original development order amendment has also been transmitted to the local government and the developer on this date.

If you have any questions regarding this matter, please contact me or Tony Dominski in the Bureau of Local Planning at (904) 487-4545.

Sincerely,

A handwritten signature in cursive script that reads "Maria Abadal Cahill".

Maria Abadal Cahill  
Growth Management  
Administrator

MAC/td

Enclosure

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

FLORIDA KEYS AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

SOUTH FLORIDA RECOVERY OFFICE  
P.O. Box 4022  
8600 N.W. 36th Street  
Miami, Florida 33159-4022

GREEN SWAMP AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
155 East Summerlin  
Barrow, Florida 33330-4641

SIXTH AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE

File: DCA 95-38-FOF-BL (FQD)

ISSUED BY  
DEPARTMENT OF COMMUNITY AFFAIRS

## PART V. DEVELOPMENT ORDER AMENDMENTS

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and are subject to, requirements of the local government comprehensive plan and agency rules and regulations as specified herein.

### F. Sixth Amendment to the Hunter's Green Development Order

WHEREAS, on May 15, 1987, the Department issued a Development Order designating Hunter's Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848; and

WHEREAS, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended October 20, 1992 by the Second Amendment to the Development Order, and recorded October 28, 1992 in Official Records Book 6776, Page 1377 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended March 24, 1993 by the Third Amendment to the Development Order, and recorded April 7, 1993 in Official Records Book 6935, Page 1724 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended December 23, 1993 by the Fourth Amendment to the Development Order, and recorded January 18, 1994 in Official Records Book 7259, Page 769 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended June 30, 1994 by the Fifth Amendment to the Development Order, and recorded July 12, 1994 in Official Records Book 7455, Page 366 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, on February 2, 1995, the Tampa Bay Regional Planning Council notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, on January 31, 1995, the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, the Department has reviewed the proposed change, as well as all related testimony and evidence submitted by the Developer, the other Reviewing Entities and other commenting agencies; and

**WHEREAS**, the Department has found the proposed change does not constitute a substantial change and furthers the purposes of Section 380.061, Florida Statutes.

**NOW, THEREFORE, BE IT ORDERED BY THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:**

1. Item 8., Fifth Amendment to the Development Order should read as follows:
  8. The Department hereby approves an amendment to Article X, Section 1, "Declaration of Covenants, Conditions and Restrictions of Hunter's Green" which removes the restriction on the use of herbicides in preservation and conservation areas:

The revised text of Article X, Section 1.A.1.(d) and Section 1.B.1.(d) is as follows:

- d) use of pesticides or fertilizers;

The Department hereby approves the addition of Article X, Section 1.A.3.(a)vi. as follows:

Invasive exotic vegetation in wetlands may be treated with herbicides only by or under the direct supervision of a certified Florida applicator, and then only in strict compliance with Chapter 5E-2, Florida Administrative Code. Prior to herbicide treatment, the developer shall notify the Florida Department of Environmental Protection (FDEP), and obtain appropriate authorization and any necessary permits from this agency.

The Department hereby approves the addition of Article X, Section 1.A.3.(b)vii., Section 1.A.3.(d)iv., and Section 1.B.2.(g) as follows:

Invasive exotic vegetation in wetlands may be treated with herbicides by or under the direct supervision of a certified Florida applicator, and then only in strict compliance with Chapter 5E-2, Florida Administrative Code. Prior to herbicide treatment, the developer shall notify the Southwest Florida Water Management District and the Hillsborough County Environmental Protection Commission, and obtain appropriate authorization and any necessary permits from these agencies.

2. Development Order Condition IV.A. is amended to delete all of the 532 life care units from the list of approved residential dwelling units.

3. The first two sentences of Development Order Condition IV.B.2. are amended to reflect the deletion of commercial Parcel T9 (Tract 9) as follows:

Two commercial sites as shown in the Application on Parcels T-1, T-1A and T5. The sites will have an aggregate maximum of 100,000 gross square feet of commercial space.

4. Condition IV.B.8. is amended to reflect the deletion of the adult congregate living facilities from the list of support facilities and amenities, and the addition of a designated public school site as follows:

8. Public school site.

5. Condition IV.H.2. is deleted to reflect the deletion of adult congregate living facilities from the list of public facilities and services.

6. The Master Plan (Map G-1 in the Application for Development Designation) is hereby replaced by the Master Plan as revised on July 18, 1994 and attached hereto as Exhibit 1. The Master Plan changes, approved by this Sixth Amendment to the Development Order, concern combination of Parcel 30 and an adjacent 6.90-acre commercial tract into a 32.04-acre public middle school site.

7. Within six (6) months following the issuance of a building permit for the proposed middle school at Hunter's Green, the developer shall cause a study of the intersection of County Road 581 and Cross Creek Boulevard to determine whether a signal is warranted.

If the study shows that a signal is warranted, then the developer shall demonstrate to the satisfaction of the City of Tampa that construction of the signal will be completed prior to the issuance of a Certificate of Occupancy for the middle school; provided, however, that if the developer has commenced the design and engineering for the signal and applied for the appropriate construction permit in a manner reasonably calculated to allow completion of the signal prior to the opening of the school, and the completion is delayed for reasons not within the control of the developer, the City shall grant a reasonable extension of time and shall delay the opening of the school. City further shall cooperate with the developer in its efforts to complete the signal in a timely manner.

If the study shows that a signal is not warranted, then the developer shall have no obligation to construct it in connection with this amendment.

8. The Developer shall record this Sixth Amendment to the Hunter's Green Development Order within the Public Records of Hillsborough County, within thirty days of issuance.

DEPARTMENT OF COMMUNITY AFFAIRS

Date: 2-10-95

By: Charles Patterson

RECEIVED  
DEPARTMENT OF COMMUNITY AFFAIRS  
HILLSBOROUGH COUNTY, FLORIDA  
DATE: 2/10/95  
JANE R. BASS  
Department Clerk



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

July 5, 1994

Mr. Tim Butts  
DRI Coordinator  
Tampa Bay RPC  
9455 Koger Blvd., Suite 219  
St. Petersburg, Florida 33702-2491

RE: Hunter's Green Florida Quality Development (FQD)  
ADA 886-082  
Fifth Amendment to the Development Order

*Tim*  
Dear Mr. Butts:

Enclosed please find an original fifth amendment to the development order designating Hunter's Green as a Florida Quality Development. An original development order amendment has also been transmitted to the local government and the developer on this date.

If you have any questions regarding this matter, please contact me or Tony Dominski in the Bureau of State Planning at (904) 488-4925.

Sincerely,

*Julia A. Magee*  
Julia A. Magee  
DRI Administrator

JAM/td

Enclosure

1419

FIFTH AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE

File: DCA 94-304-FOI-DRI

ISSUED BY  
DEPARTMENT OF COMMUNITY AFFAIRS

## PART V. DEVELOPMENT ORDER AMENDMENTS

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and are subject to, requirements of the local government comprehensive plan and agency rules and regulations as specified herein.

### E. Fifth Amendment to the Hunter's Green Development Order

WHEREAS, on May 15, 1987, the Department issued a Development Order designating Hunter's Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848; and

WHEREAS, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended October 20, 1992 by the Second Amendment to the Development Order, and recorded October 28, 1992 in Official Records Book 6776, Page 1377 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended March 24, 1993 by the Third Amendment to the Development Order, and recorded April 7, 1993 in Official Records Book 6935, Page 1724 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended December 23, 1993 by the Fourth Amendment to the Development Order, and recorded January 18, 1994 in Official Records Book 7259, Page 769 of the Public Records of Hillsborough County, Florida; and

WHEREAS, on June 8, 1994 the Tampa Bay Regional Planning Council notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

WHEREAS, on June 28, 1994 the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

WHEREAS, the Department has reviewed the proposed change, as well as all related testimony and evidence submitted by the Developer, the other Reviewing Entities and other commenting agencies; and

WHEREAS, the Department has found the proposed change does not constitute a substantial change and furthers the purposes of Section 380.061, Florida Statutes.

**NOW, THEREFORE, BE IT ORDERED BY THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:**

1. The Master Plan (Map G-1 in the Application for Development Designation) is hereby replaced by the Master Plan as revised on March 16, 1994 and attached hereto as Exhibit 1. The Master Plan changes, approved by this Fifth Amendment to the Development Order, concern the redesign of wetland mitigation areas on Parcel 45.

2. The fourth "whereas" clause is modified as follows to change the name of the Developer as follows:

WHEREAS, Markborough Development Company Limited (the "Developer") has sought designation as a Florida Quality Development for its development Hunter's Green (the "Development"), located within the City of Tampa, Florida; and

3. The fourth sentence of Condition IV.D.1. is hereby replaced the following:

No fertilizers or pesticides will be used within the Preservation Areas. Herbicide use shall be limited to the control of exotic invasive vegetation in wetlands. Only herbicides approved for use in aquatic sites by the Florida Department of Agriculture and Consumer Services may be used. The herbicides shall be used in accordance with the instructions on the label of the herbicide container.

4. The next to last sentence of Condition IV.D.2. is hereby replaced by the following:

No fertilizers or pesticides will be used within these Areas. Herbicide use shall be limited to the control of exotic invasive vegetation in wetlands. Only herbicides approved for use in aquatic sites by the Florida Department of Agriculture and Consumer Services may be used. The herbicides shall be used in accordance with the instructions on the label of the herbicide container.

5. New Condition IV.D.1.a.(6) is added as follows:

Invasive exotic vegetation in wetlands may be treated with herbicides only by or under the direct supervision of a certified Florida applicator, and then only in strict compliance with Chapter 5E-2, Florida Administrative Code. Prior to herbicide treatment, the developer shall notify the Florida Department of Environmental Protection (FDEP), and obtain appropriate authorization and any necessary permits from this agency.



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

December 23, 1993

Mr. Tim Butts  
DRI Coordinator  
Tampa Bay RPC  
9455 Koger Blvd., Suite 219  
St. Petersburg, Florida 33702-2491

RE: Hunter's Green Florida Quality Development (FQD)  
ADA 886-082  
Fourth Amendment to the Development Order

Dear Mr. Butts:

Enclosed please find an original fourth amendment to the development order designating Hunter's Green as a Florida Quality Development. An original development order amendment has also been transmitted to the local government and the developer on this date.

If you have any questions regarding this matter, please contact me or Tony Dominski in the Bureau of State Planning at (904) 488-4925.

Sincerely,

*Marina Pennington*  
Julia A. Magee  
DRI Administrator

JAM/td

Enclosure

FOURTH AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE

File: DCA 93-212-FOI-DRI

ISSUED BY  
DEPARTMENT OF COMMUNITY AFFAIRS

## **PART V. DEVELOPMENT ORDER AMENDMENTS**

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and are subject to, requirements of the local government comprehensive plan and agency rules and regulations as specified herein.

### **D. Fourth Amendment to the Hunter's Green Development Order**

**WHEREAS**, on May 15, 1987, the Department issued a Development Order designating Hunter's Green as a Florida Quality Development pursuant to Section 380.061, Florida Statutes, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848; and

**WHEREAS**, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended October 20, 1992 by the Second Amendment to the Development Order, and recorded October 28, 1992 in Official Records Book 6776, Page 1377 of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Hunter's Green Development Order was amended March 24, 1993 by the Third Amendment to the Development Order, and recorded April 7, 1993 in Official Records Book 6935, Page 1724 of the Public Records of Hillsborough County, Florida; and

WHEREAS, on December 16, 1993, the Tampa Bay Regional Planning Council notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

WHEREAS, on December 20, 1993, the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

WHEREAS, the Department has reviewed the proposed change, as well as all related testimony and evidence submitted by the Developer, the other Reviewing Entities and other commenting agencies; and

WHEREAS, the Department has found the proposed change does not constitute a substantial change and furthers the purposes of Section 380.061, Florida Statutes.

NOW, THEREFORE, BE IT ORDERED BY THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:

1. The Master Plan (Map G-1 in the Application for Development Designation) is hereby replaced by the Master Plan as revised on October 12, 1993 and attached hereto as Exhibit 1. The Master Plan changes, approved by this Fourth Amendment to the Development Order, concern the redesign of lakes, roads and residential lots on Parcels 12, 13 and 15.
2. The Developer shall record this Fourth Amendment to the Hunter's Green Development Order within the Public Records of Hillsborough County, within thirty days of issuance.

DEPARTMENT OF COMMUNITY AFFAIRS

Date: 12/23/93

By: K. L. Romis Shelly

FILING AND ACKNOWLEDGEMENT  
FILED, on this 23rd day of December, 1993, at the Department of Community Affairs, Hillsborough County, Florida.

Jane K. Bass 12/23/93  
Jane K. Bass Date  
Department Clerk



1476

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

March 29, 1993

Suzanne Cooper  
DRI Coordinator  
Tampa Bay RPC  
9455 Koger Blvd., Suite 219  
St. Petersburg, FL 33702-2491

SUBJECT: Hunter's Green FQD; ADA 886-082  
Stage II Traffic Mitigations  
Third Amendment to the Development Order

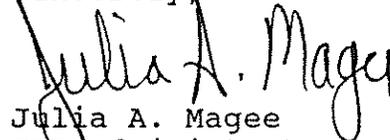
Dear Ms. Cooper:

Paragraph IV.G. of the Hunter's Green Florida Quality Development (FQD) Development Order (DO) requires that the developer specify traffic mitigations prior to the approval of Stage II of development.

Enclosed is a executed copy of the Third Amendment to the Hunter's Green DO which meets this requirement. Thank you for your assistance in reviewing the amendment.

If you have any questions regarding this matter, please contact Tony Dominski in the Bureau of State Planning at (904) 488-4925.

Sincerely,

  
Julia A. Magee  
DRI Administrator

ASD/dj

Enclosure

cc: Rhea Law, Fowler and White  
Susan Johnson, City of Tampa

mailed 3/29/93  
received 3/31/93

THIRD AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE

File: DCA 93-96-FOI-DRI

ISSUED BY  
SECRETARY LINDA LOOMIS SHELLEY  
DEPARTMENT OF COMMUNITY AFFAIRS

## PART V. DEVELOPMENT ORDER AMENDMENTS

This Part V. shall specify and contain any and all approved changes or amendments in this Development Order from the original Application and Development Order issued by the Department May 15, 1987, and recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, Page 1848, and as amended on February 5, 1988 and October 20, 1992 and recorded in O.R. Book 5358, Page 1856 and O.R. Book 6776, Page 1377, respectively. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department. In addition to the requirements for proposed changes pursuant to 9J-28, F.A.C., changes as submitted shall be reviewed under, and are subject to, requirements of the local government comprehensive plan and agency rules and regulations as specified herein.

### C. Third Amendment to the Hunter's Green Development Order

WHEREAS, on the 15th day of May, 1987, the Secretary of the Department of Community Affairs (the "Department") issued a Development Order designating Hunter's Green (the "Development") a Florida Quality Development ("FQD"), pursuant to Section 380.061, Florida Statutes; and

WHEREAS, the Hunter's Green Development Order was recorded in the Public Records of Hillsborough County, Florida on May 26, 1987 in Official Records Book 5128, page 1848; and

WHEREAS, the Hunter's Green Development Order was amended February 5, 1988, by the First Amendment to the Development Order, and the original text of the First Amendment to the Development Order was replaced by a corrected text of March 11, 1988, and recorded March 17, 1988, in Official Records Book 5358, Page 1856 et seq of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Hunter's Green Development Order was amended October 20, 1992 by the Second Amendment to the Development Order recorded October 28, 1992 in Official Records Book 6776, Page 1377 et seq of the Public Records of Hillsborough County, Florida; and

WHEREAS, pursuant to Paragraph IV. of the Development Order, Markborough Florida, Inc. (the "Developer"), was authorized to complete development of 879 residential dwelling units comprising

the first stage of Phase I as defined in the Hunter's Green Development Order as amended; and

**WHEREAS**, pursuant to the Hunter's Green Development Order, conceptual approval for future phases is subject to further traffic impact and air quality studies pursuant to 380.06, Florida Statutes; and

**WHEREAS**, the Developer has fulfilled its obligations in Stage I of Phase I with respect to transportation mitigation and on-site facilities; and

**WHEREAS**, the Developer submitted a Transportation Study (the "Study") on May 2, 1991, indicating the impacts of 1,250 additional residential units (875 single-family detached, 125 single-family attached and 250 multi-family) and of 75,000 square feet of retail commercial space ("Stage II") upon defined transportation facilities; and

**WHEREAS**, subsequent to the Study, an updated Department analysis showed that no substantial regional impacts were projected through 1996; and

**WHEREAS**, the Tampa Bay Regional Planning Council has reviewed the Transportation Study submitted and prepared a regional report with recommendations for approval; and

**WHEREAS**, on February 15, 1993, the City of Tampa notified the Department that the proposed changes to the Hunter's Green Development Order are consistent with the intent of the Development Order; and

**WHEREAS**, the Department intends to clarify the intent of the original Development Order to facilitate an expeditious determination of the transportation mitigation for all stages beyond Stage II.

**NOW, THEREFORE, BE IT ORDERED BY THE SECRETARY OF THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:**

**I. FINDINGS OF FACT**

A. The Developer's commitment to mitigate transportation impacts for Stage I, Phase I was to construct two additional lanes of County Road 581 commencing near the northern boundary line of the Development to Trout Creek, to build a bridge over Trout Creek, and to construct two additional lanes of County Road 581 from Trout Creek to the intersection of County Road 581 and Interstate 75. Said improvement was completed and accepted by Hillsborough County. The Developer's total expenditure for this improvement was \$2,277,767.07, which sum was in excess of

its projected fair share contribution calculated by the Department. The Department finds that conditions and obligations to make improvements of Paragraph IV.G.1.a. and 1.b. of the Development Order, so far as it related to Stage I, of Phase I, have been completed and fully satisfied.

B. The Department and the Reviewing Entities have received the Study which included the Stage II Traffic Analysis and have formally commented on it. The Developer has supplied sufficiency responses to the Reviewing Entities.

C. The Developer's Stage II Traffic Analysis was completed in full compliance and conformity with Paragraphs IV.A. and IV.G. of the Development Order and is sufficient.

D. The Department has determined that completion of Stage II will not result in substantial impacts to the regionally significant highway transportation facilities within the FQD Impact Area.

E. The Developer has submitted the Stage I monitoring reports required under Paragraph IV.G.1.f. of the Development Order.

## II. GENERAL PROVISIONS

A. The May 15, 1987, Hunter's Green Development Order is hereby amended to include and incorporate all of the provisions of this Amendment.

B. Upon execution of this Amendment, it shall be transmitted by the Secretary of the Department of Community Affairs to the City Council of the City of Tampa, the Tampa Bay Regional Planning Council and the Developer.

C. Within ten (10) days of the issuance of this Amendment, the Developer shall record this Amendment in the Public Records of Hillsborough County, Florida.

D. This Amendment is for the purpose of, and hereby specifically authorizes the construction of 1,250 additional residential dwelling units and 75,000 gross square feet of retail commercial space (Stage II), subject to Paragraph IV.G.1.f of the May 15, 1987, Hunter's Green Development Order, as amended herein, and Paragraph III of this Amendment. Construction of square footage approved within Stage II may commence immediately subject to the provisions pursuant to Paragraph III hereof. Except as specifically provided herein for Stage II of the Development, and in Paragraph IV of this amended Development Order relating to clarification of methods for obtaining approvals after Stage II, nothing in this Amendment shall alter, amend or modify

the terms and conditions of the Hunter's Green Development Order.

### III. CONDITIONS AND DEVELOPER'S COMMITMENTS -- STAGE II

A. As represented in the Developer's Study submitted for Stage II, there are four roadway links and three intersections where the Development traffic is projected to contribute five percent (5%) or more of the existing LOS "D" peak hour service volume of the roadway to the projected traffic volume during Stage II. However, for the Stage II development approved as part of this Development Order, the City of Tampa and Hillsborough County have acknowledged that due to project buildout occurring slower than projected, improvements are not currently needed or projected to be needed through December 15, 1996. Therefore, the Developer's only transportation requirement is the payment of impact fees in accordance with the City of Tampa Transportation Ordinance.

The buildout of Stage II is approved for a period ending December 15, 1996. Developer shall be entitled to request an extension of time for Stage II until December 15, 1997. Any such extension of time will need to be approved through an amendment to the Development Order. The Developer may apply for a Stage II extension by first providing the Department of Community Affairs with an update of Current Traffic Counts and Background Growth which demonstrates that the extension will not result in a substantial impact to identified regional roadways, and then submitting the proposed change to the Department, the Tampa Bay Regional Planning Council and the City of Tampa, pursuant to 9J-28.024, F.A.C.

B. The Department has determined that the Developer's impact fees, required for Stage II of the Development, is the equivalent of the estimated impact fees payable for 1,250 residential units and 75,000 square feet of retail commercial space, or Two Million Five Hundred Four Thousand Eight Hundred Seventy Eight Dollars (\$2,504,878). The precise or exact impact fee, and thus the funding contribution is dependent upon the actual size of the dwelling units constructed, any applicable credits, and the provisions of the City of Tampa Transportation Ordinance (the "Net Impact Fees"); as such, as Certificates of Occupancy are issued the exact impact fee shall be assessed and paid.

IV. SUMMARY AND CLARIFICATION OF CONDITIONS AND DEVELOPER'S  
COMMITMENTS FOR FUTURE STAGES (AFTER STAGE II)

In Development Order amendments specifying the traffic mitigations for future stages, the Developer shall meet a two-fold mitigation requirement specified in the original Development Order, and required in January 20, 1987, for Florida Quality Developments under Subparagraph 380.061(3)(a)6, Florida Statutes, 1987, prior to approval. The first requirement is to phase development to ensure that needed infrastructure is operational when needed by means of staging. The second requirement is to provide an appropriate fair-share contribution, under the provisions of Subparagraph IV.G.1.e. of the original Development Order, towards offsite impacts which the development will impose on publicly funded infrastructure. Both mitigation requirements must be satisfied before a future stage shall be approved.

Date: March 26, 1993

DEPARTMENT OF COMMUNITY AFFAIRS

By: *Richard Dennis Shelley*  
Secretary

FILING AND ACKNOWLEDGEMENT  
FILED, on this date, with the designated  
Department Clerk, receipt of which  
is hereby acknowledged.

*Jane R. Bass*  
Jane R. Bass  
Department Clerk

*3/29/93*  
Date



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

March 29, 1993

Susan Lynn Johnson  
DRI Coordinator  
City of Tampa, Zoning Division  
306 E. Jackson St.  
Third Floor North  
Tampa, FL 33602

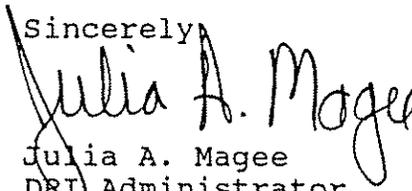
SUBJECT: Hunter's Green FQD; ADA 886-082  
Stage II Traffic Mitigations  
Third Amendment to the Development Order

Dear Ms. Johnson:

Paragraph IV.G. of the Hunter's Green Florida Quality Development (FQD) Development Order (DO) requires that the developer specify traffic mitigations prior to the approval of Stage II of development.

Enclosed is a executed copy of the Third Amendment to the Hunter's Green DO which meets this requirement. Thank you for your assistance in reviewing the amendment.

If you have any questions regarding this matter, please contact Tony Dominski in the Bureau of State Planning at (904) 488-4925.

Sincerely,  
  
Julia A. Magee  
DRI Administrator

jam/DJ

Enclosure

cc: Rhea Law, Fowler and White  
Suzanne Cooper, TBRPC

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

March 29, 1993

Rhea F. Law  
Fowler and White  
P.O. Box 1438  
Tampa, FL 33601

SUBJECT: Hunter's Green FQD; ADA 886-082  
Stage II Traffic Mitigations  
Third Amendment to the Development Order

Dear Ms. Law:

Paragraph IV.G. of the Hunter's Green Florida Quality Development (FQD) Development Order (DO) requires that the developer specify traffic mitigations prior to the approval of Stage II of development.

Enclosed is a executed copy of the Third Amendment to the Hunter's Green DO which meets this requirement. Thank you for your assistance in drafting the amendment.

If you have any questions regarding this matter, please contact Tony Dominski in the Bureau of State Planning at (904) 488-4925.

Sincerely,

*Julia A. Magee*  
Julia A. Magee  
DRM Administrator

ASD/dj  
Enclosure

cc: Suzanne Cooper, TBRPC  
Susan Johnson, City of Tampa

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES  
Governor

LINDA LOOMIS SHELLEY  
Secretary

October 20, 1992

Ms. Suzanne Cooper  
DRI Coordinator  
Tampa Bay Regional Planning Council  
9455 Koger Boulevard, Suite 219  
St. Petersburg, Florida 33702

mailed 10/21/92  
received 10/23/92

Re: Hunter's Green Florida Quality Development  
Second Development Order Amendment

Dear Ms. Cooper:

The Department has executed the second amendment to the development order for Hunter's Green Florida Quality Development. An original development order amendment is enclosed. The date of transmission is the effective date of this development order amendment; transmission is also "rendition" under Rule 9J-28.023(3), F.A.C. Under Section 380.07, Florida Statutes, an appeal may be taken within 45 days after rendition. An original development order amendment has also been transmitted to the developer and the City of Tampa on this date.

If you have any questions regarding this matter, please call Carmen Bishop in the Bureau of State Planning at (904) 488-4925.

Very truly yours,

*Mary Anne McMullen*  
for Linda Loomis Shelley  
Secretary

LLS/cb

SECOND AMENDMENT  
TO THE  
DEVELOPMENT ORDER  
FOR  
HUNTER'S GREEN FLORIDA QUALITY DEVELOPMENT  
DESIGNATED UNDER SECTION 380.061, FLORIDA STATUTES  
AND  
RULE 9J-28, FLORIDA ADMINISTRATIVE CODE

ISSUED BY  
SECRETARY LINDA LOOMIS SHELLEY  
DEPARTMENT OF COMMUNITY AFFAIRS

*Revised Master Plan in master D.O. File*

## **V. Development Order Amendments**

This Part V. shall specify and contain any and all approved changes or amendments to this Development Order from the original Application and Development Order issued by the Department on May 15, 1987, and recorded in the Official Records of Hillsborough County. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order, except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department.

### **B. Second Amendment to the Hunter's Green Development Order**

**WHEREAS**, on May 15, 1987, a Development Order was issued by the Department designating Hunter's Green as a Florida Quality Development under Section 380.061, Florida Statutes, and recorded in the Official Records of Hillsborough County at OR 5128, Page 1848; and

**WHEREAS**, on May 18, 1992, the Department received from the Developer a notice of proposed change requiring an amendment to the Hunter's Green Development Order; and

**WHEREAS**, on July 9, 1992, the Tampa Bay Regional Planning Council notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, on July 29, and October 6, 1992, the City of Tampa notified the Department that the proposed change to the Hunter's Green Development Order does not constitute a substantial change and is consistent with the intent of the Development Order; and

**WHEREAS**, the Department has reviewed the proposed change, as well as all related testimony and evidence submitted by the Developer, the other Reviewing Entities and other commenting agencies; and

**WHEREAS**, the Department has found that the proposed change does not constitute a substantial change and furthers the purposes of Section 380.061, Florida Statutes.

NOW, THEREFORE, BE IT ORDERED BY THE SECRETARY OF THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE MAY 15, 1987, HUNTER'S GREEN DEVELOPMENT ORDER, AS AMENDED ON MARCH 11, 1988, IS HEREBY AMENDED AS FOLLOWS:

1. Paragraph F of Part III of the Development Order is hereby amended as follows:

F. The development authorized by this Development Order may be initiated upon the execution of this Development Order subject to the terms and conditions herein. The development as authorized by this Development Order shall have substantially proceeded within twenty-four months of the effective date of this Development Order. For the purposes of this Development Order "substantially proceeded" shall mean that the Developer shall have constructed or cause to be constructed the majority of the on-site infrastructure in Phase I for which the Developer is responsible. This date may be extended, with concurrence from the other Reviewing Entities, on the Department's finding of excusable delay, and no adverse impacts resulting from the delay, in any proposed development activity. The right to development subject to the terms, general provisions and conditions of this Development Order shall terminate on December 15, 2004. The termination of development rights granted by this Development Order shall not affect the continuing obligations of the Developer hereunder, nor the enforcement authority of the Department, and the Developer shall continue to be bound by the terms, general provisions and conditions of this Development Order.

2. The last sentence of Paragraph A of Part IV of the Development Order is hereby amended as follows:

The above phases with the associated number of units by type are, subject to the conditions as set out in Part IV., Paragraph G. of this Development Order, proposed by the Developer to be developed according to the following schedule:

Phase One	1987 - December 15, 1996
Phase Two	1997 - December 15, 2000
Phase Three	2001 - December 15, 2004

3. The Master Plan (Map G-1 in the Application for Development Designation) is hereby amended and is attached as Exhibit 1 hereto.

4. The Developer shall record this Second Amendment to the Hunter's Green Florida Quality Development Order within the Public Records of Hillsborough County, within thirty days of issuance.

Date: 10/20/92

DEPARTMENT OF COMMUNITY AFFAIRS

By: Mary Anne McNulle  
Asst. Secretary

FILING AND ACKNOWLEDGEMENT  
FILED, on this date, with the designated  
Department Clerk, receipt of which  
is hereby acknowledged.

Jane R. Bass 10/20/92  
Jane R. Bass Date  
Department Clerk



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ  
Governor

THOMAS G. PELHAM  
Secretary

March 11, 1988

Mr. Doug Roland, Esq.  
Alley, Maass, Rogers, Lindsay & Chauncey  
1414 Swann Avenue, Suite 202  
Tampa, Florida 33606-2533

Dear Mr. Roland:

I am transmitting the First amendment to the Hunter's Green development order which includes the revisions discussed with my staff. Since the prior amendment signed on February 5, 1988, was not recorded this amendment is the original.

I appreciate your cooperation and helpfulness in making Hunter's Green such a success. My staff and I look forward to continuing our work with you on Hunter's Green and other developments. If you have any questions, please contact Linda Bell of my staff at (904) 488-4925.

Sincerely,

*Thomas G. Pelham for*  
Tom Beck  
Bureau Chief

TB/lba

Enclosure

cc: Susan Swift  
Suzanne Cooper  
Tom McGrew

Department of Community Affairs

First Amendment to the Development Order

for

Hunter's Green

Designated as a Florida Quality Development

Under

Section 380.061, Florida Statutes

by the Department of Community Affairs on May 15, 1987

ISSUED BY

Secretary Thomas G. Pelham  
Department of Community Affairs

As Amended on March 11, 1988

A. March 11, 1988 First Amendment to the Hunter's Green Development Order

WHEREAS, on May 15, 1987, a Development Order was issued by the Department designating Hunter's Green as a Florida Quality Development under Florida's Quality Developments Program, Section 380.061, Florida Statutes, and recorded in the Official Records of Hillsborough County at OR 5128 Page 1848; and

WHEREAS, on October 28, 1987, the Developer requested from the Reviewing Entities an amendment (the "Amendment") to the Hunter's Green Development Order issued by the Department dated May 15, 1987; and

WHEREAS, on January 26, 1988, the Department received notice from the Tampa Bay Regional Planning Council that such proposed Amendment constitutes a minor revision to the Hunter's Green Development Order and is consistent with the intent of that Development Order; and

WHEREAS, on February 4, 1988, the Department received notice from the City of Tampa that such proposed Amendment constitutes a minor revision to the Hunter's Green Development Order and is consistent with the intent of that Development Order; and

WHEREAS, the Department has reviewed the proposed Amendment, as well as all related testimony and evidence submitted by the Developer and the other Reviewing Entities; and

WHEREAS, the Department has found that this proposed Amendment constitutes a minor revision to the Hunter's Green Development Order and furthers the purposes of Section 380.061, Florida Statutes;

NOW, THEREFORE, BE IT ORDERED BY THE SECRETARY OF THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE MAY 15, 1987 HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:

Subparagraph IV.G.1.b.(a) of the Development Order is revised to read as follows:

(a) The widening of County Road 581 from two lanes to four lanes commencing near the northern boundary line of the Development, approximate to the intersection of the proposed East/West arterial, and extending southward to the county road 581 crossing of Trout Creek. The estimated cost of this improvement is \$589,356.00. The planning, final design, determination of actual costs and other provisions for this roadway improvement shall follow the procedures and provisions as set forth in the Agreement, as amended on January 28, 1988.

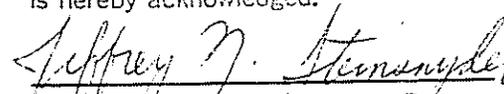
The Developer shall record this First Amendment to the Development Order with the Clerk of the Circuit Court, Hillsborough County, within thirty days of issuance.

Signed

  
Thomas G. Pelham, Secretary  
Department of Community Affairs

3-11-88  
Dated

FILING AND ACKNOWLEDGEMENT  
FILED, on this date, with the designated  
Department Clerk, receipt of which  
is hereby acknowledged.

 3-11-88  
Jane R. Bass  
Department Clerk



SB-  
SC-

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ  
Governor

February 9, 1988

THOMAS G. PELHAM  
Secretary

Ms. Julia Greene  
Executive Director  
Tampa Bay Regional Planning Council  
9455 Koger Blvd.  
St. Petersburg, Florida 33702

Re: First Amendment to the Hunter's Green Development Order

Dear Ms. Greene:

I am enclosing a copy of the first amendment to the Hunter's Green development order dated February 5, 1988. The original development order was issued on May 15, 1987. Please append this amendment to that original order.

I am encouraged by the success of the Hunter's Green FQD. The special planning award given by the Suncoast Chapter of the American Planning Association is especially encouraging too. I appreciate your cooperation and helpfulness in making Hunter's Green such a success.

My staff and I look forward to continuing our work with you on Hunter's Green and other developments. If you have any questions, please contact Marcus Hepburn or Linda Bell of my staff at (904) 488-4925.

Sincerely yours,

A handwritten signature in cursive script that reads "Tom Pelham".

Thomas G. Pelham  
Secretary

TGP/ldb

Enclosure

cc: Suzanne Cooper

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

Handwritten notes in the bottom left corner, including the word "proposed" and some illegible scribbles.

Department of Community Affairs

First Amendment to the Development Order

for

Hunter's Green

Designated as a Florida Quality Development

Under

Section 380.061, Florida Statutes (1985)

by the Department of Community Affairs on May 15, 1987

ISSUED BY

Secretary Thomas G. Pelham  
Department of Community Affairs

As Amended on February 5, 1987

A. February 5, 1988 First Amendment to the Hunter's Green Development Order

WHEREAS, on May 15, 1987, a Development Order was issued by the Department designating Hunters Green as a Florida Quality Development under Florida's Quality Developments Program, Section 380.061, Florida Statutes; and

WHEREAS, on October 28, 1987, the Developer requested from the Reviewing Entities an amendment (the "Amendment") to the Hunter's Green Development Order issued by the Department dated May 15, 1987; and

WHEREAS, on January 26, 1988 the Department received notice from the Tampa Bay Regional Planning Council that such proposed Amendment constitutes a minor revision to the Hunter's Green Development Order and is consistent with intent of that Development Order; and

WHEREAS, on February 4, 1988 the Department received notice from Hillsborough County that such proposed Amendment constitutes a minor revision to the Hunter's Green Development Order and is consistent with the intent of that Development Order; and

WHEREAS, the Department has reviewed the proposed Amendment, as well as all related testimony and evidence submitted by the Developer and the other Reviewing Entities ; and

WHEREAS, the Department has found that this proposed Amendment constitutes a minor revision to the Hunter's Green Development Order and furthers the purposes of Section 380.061 Florida Statutes;

NOW, THEREFORE, BE IT ORDERED BY THE SECRETARY OF THE DEPARTMENT OF COMMUNITY AFFAIRS THAT THE MAY 15, 1987 HUNTER'S GREEN DEVELOPMENT ORDER IS HEREBY AMENDED AS FOLLOWS:

Subparagraph IV.G.3(a) of the Development Order is revised to read as follows:

(a) The widening of County Road 581 from two lanes to four lanes commencing near the northern boundary line of the Development, approximate to the intersection of the proposed East/West arterial, and extending southward to the county road 581 crossing of Trout Creek. The estimated cost of this improvement is \$589,356.00. The planning, final design, determination of actual costs and other provisions for this road way improvement shall follow the procedures and provisions as set forth in the Agreement, as amended on February 5, 1988.

The Developer shall record this First Amendment to the Development Order with the Clerk of the Circuit Court, Hillsborough County, within thirty days of issuance.

Signed

Thomas G. Pelham

2/5/88

Thomas G. Pelham, Secretary

Date

Department of Community Affairs



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2571 EXECUTIVE CENTER CIRCLE, EAST • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ  
Governor

THOMAS G. PELHAM  
Secretary

May 19, 1987

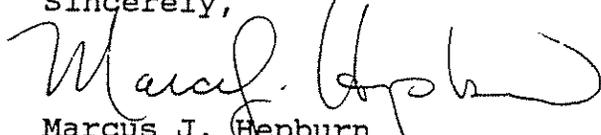
Mr. Thomas Brown  
Markborough Florida, Inc.  
201 East Kennedy Boulevard  
Tampa, Florida 33602

Dear Tom,

As you know, Secretary Pelham signed the Hunter's Green development order last Friday designating Hunter's Green as Florida's second Florida Quality Development under Section 380.061, Florida Statutes. I am enclosing an original signed copy of the order. On behalf of Secretary Pelham and the Department, I would like to congratulate you on this designation. I have sent copies of the development order as indicated on the list, below.

If you have any questions, please contact me at (904) 488-4925.

Sincerely,

  
Marcus J. Hepburn  
Planner IV

MJH/lja

cc: Robert Cantebury  
Pam Akin  
John LaRocca  
Doug Roland  
Susan Lynn Johnson  
Suzanne Cooper  
Shiela Benz  
Susan Swift  
Leslie Gladfelter  
Nan Hall  
Casey Gluckman

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

147  
made

Department of Community Affairs

Development Order

For Designation

Of

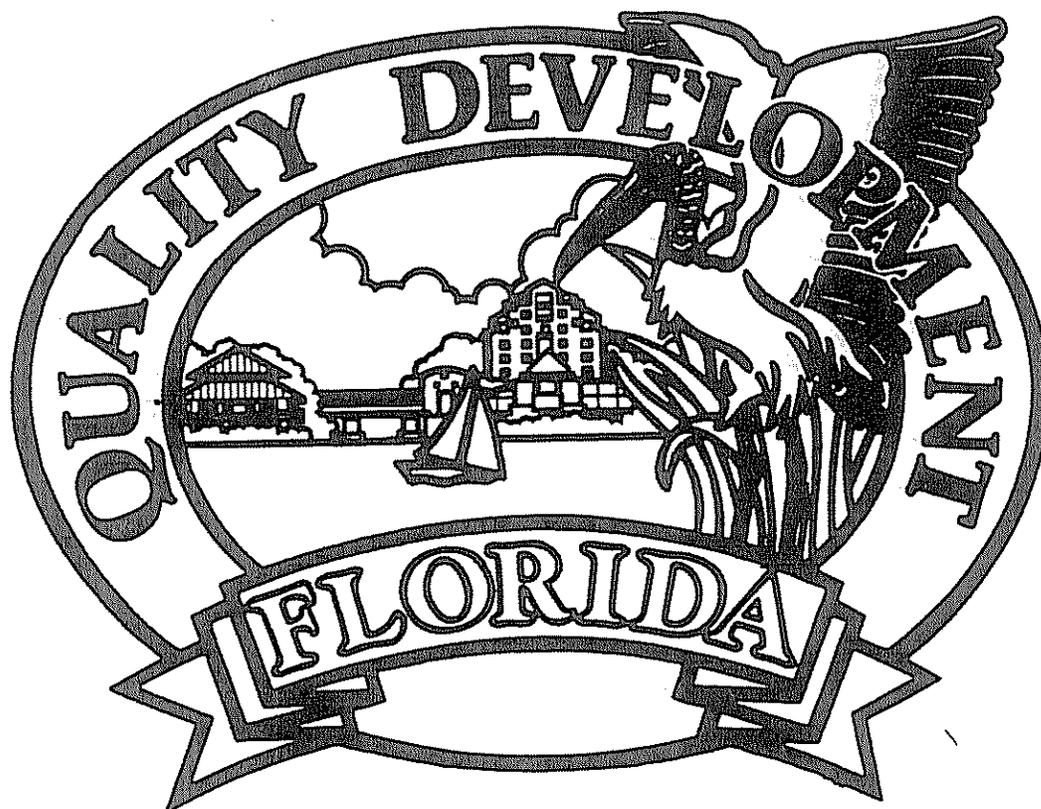
Hunter's Green

As A

Florida Quality Development

Under

Section 380.061, Florida Statutes



ISSUED BY

Secretary Thomas G. Pelham  
Department of Community Affairs

May 15, 1987

WHEREAS, Florida's Quality Developments program was established to encourage development which has been thoughtfully planned to take into consideration protection of Florida's natural amenities, the cost to local government of providing services to a growing community, and the high quality of life Floridians desire; and

WHEREAS, under the program a development may be designated as a Florida Quality Development if the local government with jurisdiction, the appropriate regional planning council and the state land planning agency (the "Reviewing Entities") concur that a proposed development meets the goals and objectives of the Florida's Quality Developments program and should be designated as a Florida Quality Development; and

WHEREAS, under the provisions of Section 380.061, Florida Statutes (1986), designation shall be in the form of a Development Order issued by the Florida Department of Community Affairs (the "Department") as the state land planning agency; and

WHEREAS, Markborough Florida, Inc. (the "Developer") has sought designation as a Florida Quality Development for its development, Hunter's Green (the "Development"), located within the City of Tampa, Florida; and

WHEREAS, the Developer has met with representatives of the City of Tampa, the Tampa Bay Regional Planning Council, the Department and other local, regional, state, and federal agencies, and the Developer has worked closely with those agencies in addressing agency concerns; and

WHEREAS, the Developer cooperatively formulated a development plan with those agencies that demonstrates high development standards; addresses the costs to local government for providing services; makes special provisions for the preservation and conservation of natural resources; meets or exceeds the statutory requirements of Section 380.061, Florida Statutes (1986); and ensures a high quality of life standards for those who will live and work in and near the Development; and

WHEREAS, the Developer formulated a plan that furthers appropriate and relevant goals and objectives of the adopted State Comprehensive Plan and the State Land Development Plan; and

WHEREAS, based upon that plan, the City Council of the City of Tampa met and approved the designation of Hunter's Green as a Florida Quality Development, subject to the terms, general provisions and conditions of this Development Order; and

WHEREAS, based upon that plan, the Tampa Bay Regional Planning Council met and approved the designation of Hunter's Green as a Florida Quality Development, subject to the terms, general provisions and conditions of this Development Order; and

WHEREAS, the Reviewing Entities have received and considered reports, comments and recommendations from interested citizens and local, regional, state and federal agencies and have concluded that the proposed Hunter's Green development reflects exemplary planning and commitment on the part of the Developer to create a community uniquely suitable to the site, the environment and the city within which it is located, and the Development is worthy of designation as a Florida Quality Development.

NOW, THEREFORE, BE IT ORDERED BY THE SECRETARY OF THE DEPARTMENT OF COMMUNITY AFFAIRS:

#### I. FINDINGS OF FACT

A. The Developer submitted to the Reviewing Entities an application for designation of the Development as a Florida Quality Development. Hereinafter, the word "Application" shall

refer to the application for designation as a Florida Quality Development, the Appendices to that document, and all application completeness review information submitted by the Developer to the Reviewing Entities; said Application being incorporated herein by reference and being on file and available for public inspection at the offices of the Reviewing Entities.

B. The real property that is the subject of the Application is comprised of approximately 1980 acres and is generally located in the area commonly known as the University North area of Tampa and more specifically described in the legal description of the property in Exhibit A attached to this Development Order.

C. A comprehensive review of the impacts projected to be generated by the Development has been conducted by the Reviewing Entities. The Department has solicited comments on the Development and the Application from the Southwest Florida Water Management District, the Florida Department of Environmental Regulation, the Florida Game and Fresh Water Fish Commission, the Florida Department of Natural Resources, the Division of Historical Resources of the Florida Department of State, the Florida Department of Transportation, the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service.

D. On December 8, 1986, the Tampa Bay Regional Planning Council met and, based upon the Application, found that the proposed Development is consistent with the Tampa Bay Regional Planning Council's adopted policy document, Future of the Region, and approved the designation of Hunter's Green as a Florida Quality Development, subject to the terms, general provisions and conditions of this Development Order which incorporate the recommendations of the Tampa Bay Regional Planning Council.

E. On January 15, 1987, the City Council of the City of Tampa met and found that the proposed Development is consistent with the City of Tampa's Local Government Comprehensive Plan and approved, by Ordinance 9499-A, the designation of Hunter's Green as a Florida Quality Development, subject to the terms, general provisions, and conditions of this Development Order which incorporate the terms and conditions of the City of Tampa ordinance. On May 14, 1987, the City Council of the City of Tampa met and modified the transportation conditions of Ordinance 9499-A by amending Section 3, Paragraph A, of that Ordinance, such amendment being incorporated into the conditions of this Development Order.

F. The receipt of the Application was duly noticed by the Department in the Florida Administrative Weekly on October 17, 1986. No comments were received by the Department.

G. On March 27, 1987, the Department found that:

- 1) The Development is not in an area of critical state concern; and
- 2) The Development is above 80 percent of the residential threshold in Hillsborough County for Developments of Regional Impact, pursuant to S.380.06, Florida Statutes; and
- 3) The Application meets the requirements of Section 380.061(4), Florida Statutes, (1986); and
- 4) The Application was determined to be complete.

H. Based upon the representations made in the Application and comments received from other agencies and the public, the Department specifically finds:

1. The Developer will preserve wetlands and waterbodies within the jurisdiction of the Department of Environmental Regulation, certain other wetlands within the jurisdiction of the Hillsborough County Environmental Protection Commission, as well

as all wetlands proposed to be created on the site as part of a mitigation program. The protection will be in the form of the recordation of restrictive covenants designed to protect these areas and their natural functions and features. The recording of these restrictive covenants, as they are written and incorporated as part of the Application, is sufficient to protect these areas in perpetuity. These waters of the state and wetlands are comprised of approximately 395 acres and are described in the Application and depicted on Maps J-1, E-1 and E-2 in the Application. The legal description of the areas within the jurisdiction of the Department of Environmental Regulation are attached to this Development Order as Exhibit B.

2. The Developer will preserve habitat known to be significant to endangered or threatened species or species of special concern on the site. The protection will be in the form of the recordation of restrictive covenants designed to protect these areas and their natural functions and features. The recording of these restrictive covenants, as they are written and incorporated as part of the Application, is sufficient to protect these areas in perpetuity. These areas include wetland areas described in 1., above, and uplands as described in the Application.

3. There are no beaches or primary and secondary dunes on the Development property.

4. There are no known significant archaeological or historical sites on the Development property as determined by the Division of Historical Resources of the Department of State.

5. The Development will not produce or dispose of any substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the Department of Environmental Regulation or the Department of Agriculture and Consumer Services.

6. The Development will incorporate no dredge and fill activities in, and no stormwater discharge into, waters designated as Florida Class II waters, Florida Aquatic Preserves or Outstanding Florida Waters.

7. The Development will include open space, recreation areas, energy conservation features and will minimize impermeable surfaces.

8. The Developer, through the Application and this Development Order, has entered into a binding commitment to provide for the construction and maintenance of all onsite infrastructure necessary to support the project, and will phase development so that facilities will be operational when needed.

9. The Developer has entered into a binding commitment with the City of Tampa, attached hereto as Exhibit C, and as committed to in the Application, to provide an appropriate fair-share contribution toward offsite impacts which the Development will impose on publically funded infrastructure and will phase the Development to ensure that transportation facilities, potable water supply, sewage treatment facilities, solid waste disposal and other public facilities and infrastructure will be operational when needed for the project.

10. The Developer, through the Application and this Development Order, has entered into a binding commitment with the Department to design and construct the Development in a manner which is consistent with the adopted State Comprehensive Plan, the State Land Development Plan, and the adopted City of Tampa Local Government Comprehensive Plan. As proposed and as committed to in this Development Order, the Development will contribute to furthering the goals and objectives of the State Comprehensive Plan in the following areas: education, elderly, children, water resources, natural systems and recreational

lands, energy, air quality, hazardous and nonhazardous material and waste, public facilities, cultural and historical resources, and transportation; and will be constructed consistent with the State Land Development Plan.

## II. CONCLUSIONS OF LAW

A. Based upon the compliance with the terms, general provisions and conditions of this Development Order, provisions, commitments, and representations of the Application, other information as set forth in Exhibits A, B, and C, the document "Covenants, Conditions and Restrictions for Hunter's Green" dated May 11, 1987, and as represented in the Findings of Fact, it is concluded that the Development complies with the provisions of Section 380.061, Florida Statutes, (1986).

B. As a designated Florida Quality Development, the Development is exempt from development of regional impact review, pursuant to Section 380.06, Florida Statutes (1986), subject to the terms, general provisions and conditions of this Development Order.

C. The designation of the Development as a Florida Quality Development under Section 380.061, Florida Statutes (1986), does not entitle the Developer to any other necessary approvals or permits from any other authority or in any other jurisdiction, except as noted in Paragraph II.B., above.

## III. GENERAL PROVISIONS

A. The legal description of the Development set forth in Exhibits A and B is hereby incorporated into and by reference made part of this Development Order.

B. It is the intent of the Department, as the governmental agency responsible for issuing the Development Order, to preserve and protect the natural resources located within and around the boundaries of the Development and otherwise ensure that the goals and objectives of the Florida's Quality Developments program are met through the terms of this Development Order. Therefore, in the event any provisions of this Development Order and the Exhibits attached hereto are ambiguous, any such provisions shall be construed in a manner consistent with the intent of the Department expressed herein.

C. This Development Order constitutes the Development Order of the Florida Department of Community Affairs, as the state land planning agency, to designate Hunter's Green as a Florida Quality Development, pursuant to Paragraph 380.061(5)(b), Florida Statutes (1986).

D. The definitions contained in Chapter 380, Florida Statutes, shall govern and apply to this Development Order, except that the provisions contained in S.380.06(19) shall not apply.

E. This Development Order shall be binding upon the Developer, its assigns, or successors in interest, including any entity that may assume any of the responsibilities imposed on the Developer by this Development Order. Reference herein to any governmental agency shall be construed to mean any agency that may in the future be created or designated as a successor in interest to, or that otherwise will possess any of the powers and duties of, the Reviewing Entities with respect to the implementation and administration of the Florida's Quality Developments Program and this Development Order shall be binding upon those successors in interest in the same manner as upon the entities approving the Development Order herein.

F. The development authorized by this Development Order may be initiated upon the execution of this Development Order subject

to the terms and conditions herein. The development as authorized by this Development Order shall have substantially proceeded within twenty-four months of the effective date of this Development Order. For the purposes of this Development Order, "substantially proceeded" shall mean that the Developer shall have constructed or cause to be constructed the majority of the on-site infrastructure in Phase I for which the Developer is responsible. This date may be extended, with concurrence from the other Reviewing Entities, on the Department's finding of excusable delay, and no adverse impacts resulting from the delay, in any proposed development activity. The right to develop subject to the terms, general provisions and conditions of this Development Order shall terminate on January 1, 2000. The termination date of development rights granted by this Development Order shall not affect the continuing obligations of the Developer hereunder, nor the enforcement authority of the Department, and the Developer shall continue to be bound by the terms, general provisions and conditions of this Development Order.

G. Whenever this Development Order provides for or otherwise necessitates reviews, approvals or determinations of any kind subsequent to its issuance, the right to review and approve or determine shall include the Reviewing Entities and all directly affected governmental agencies and departments as are or may be designated by the Department, including all governmental agencies and departments set forth under applicable laws and rules. However, this language shall not be construed to apply to obtaining permits required from federal, state, regional or local agencies which would otherwise be required for the activities involved in the Development.

H. In each instance in this Development Order where the Developer is responsible for ongoing maintenance of privately-owned facilities or infrastructure, the Developer may assign any or all of its responsibilities to improve and maintain those facilities to a homeowner's association, as represented in the Application and the Declaration of Covenants, Conditions and Restrictions of Hunter's Green. Where the Developer is responsible for on-going maintenance of the privately owned golf course or fitness center facilities described in the Application, the Developer may assign any or all of its responsibilities to improve and maintain those facilities to a private corporation, as represented in the Application and the Declaration of Covenants, Conditions and Restriction of Hunter's Green. The Developer, the homeowner's association or the golf course or fitness center corporations may assign any or all of their responsibilities to improve and maintain those facilities to an appropriate entity created to fulfill such responsibilities. Assignment to those entities specified in the Declaration of Covenants, Conditions and Restrictions may be made without prior approval of the Reviewing Entities. An assignment to an entity other than those entities must be approved by the Reviewing Entities upon determination that the assignee is capable and competent to provide maintenance as required in this Development Order, which approval shall not be unreasonably withheld.

I. Development activity which constitutes a substantial change from the terms, general provisions and conditions of this Development Order shall require review and approval by the Reviewing Entities prior to commencing such development activity by the Developer. For the purposes of this Development Order, a "substantial change" shall mean either (1) any deviation in the carrying out of a condition, commitment or agreement set forth in the Application or recited in this Development Order which deviation is such as to alter the condition, commitment or agreement so that it can be fairly said to change the intent or result of the condition, commitment or agreement or; (2) other similar deviations in the construction of the Development or the alignment of roads which alter significantly the commitments or agreements of the Developer or which represent a significant departure from the plan of development or the conditions of this Development Order.

Substantial change would include such things as: modification to the plan of development which increases the number of dwelling units or intensity of square footage of commercial development, reduces the acreage of Protected Areas, increases or alters the type or location of the activities allowed within Protected Areas, or changes the timing, location or type of facilities, services or the commitments or conditions described in Part IV. of this Development Order or committed to in the Application. The term "substantial change" is not intended to include alterations which do not affect the plan of development or the commitments expressed in this Development Order. Non substantial change would include such things as: alterations to aesthetic considerations in the Design Criteria and Development Policy Standards based on details of topography, soils or other on-site factors; the reduction of the number of dwelling units or commercial square footage; or, minor alterations in the shapes or sizes of lakes and wetlands created as part of the mitigation program from those as represented in the Application. The Department may order the suspension of development activity in the area where the proposed change is contemplated pending the review and approval of the proposed changes by the Reviewing Entities.

Whenever the Developer contemplates a change in its plan of development, it will submit its proposed change to the Reviewing Entities. Within 30 days of receipt of the proposed change, the Reviewing Entities will notify the developer in writing whether or not the change is a substantial change and whether a modification of the Development Order is needed. Subsequent agency actions shall use the following procedures:

1. A substantial change shall require the review and approval by the Reviewing Entities. This review and approval shall follow the procedures and timetables used for the designation of a development as a Florida Quality Development as set forth in S.380.061, Florida Statutes. Following approval of a substantial change by the Reviewing Entities, the Department shall modify the Development Order in the manner specified in Part V. of this Development Order to incorporate that approved substantial change.

2. If the Reviewing Entities determine that the change is not a substantial change but requires a modification of the Development Order, the Department shall, with the approval of the other Reviewing Entities, modify the Development Order in the manner specified in Part V. of this Development Order within 60 days of the receipt of the proposed change to the Reviewing Entities, or shall notify the Developer in writing that it will not modify the Development Order.

3. If the Reviewing Entities determine that the change is not a substantial change and does not require a modification of the Development Order, the Developer may proceed with the change, subject to applicable regulatory requirements.

4. If the any of the Reviewing Entities believe that the Developer has made or is making an alteration to the plan of development which they believe may be a change, they may require the Developer to submit information on that alteration for review and determination using the procedures in this Paragraph I.

J. The Reviewing Entities will monitor the development to ensure compliance with the terms, general provisions and conditions of this Development Order. The Director of the Department of Housing, Inspections and-Community Services of the City of Tampa will monitor the Development through the review of the annual report, building permits, certificates of occupancy, plats, if applicable, or any other relevant and factual information. The Department will monitor the Development through the review of the annual reports, reports from other agencies, on-site inspections, or any other relevant and factual information.

K. The Developer shall file an annual report in accordance with Section 380.06(18), Florida Statutes (1986). The report shall be submitted on the official Department form for annual reports of developments of regional impact, (Bureau of Resource Management Form BLWM-07-85), as it may be amended from time to time, until such time as the Department adopts a form for monitoring developments designated as Florida Quality Developments under Section 380.061, Florida Statutes (1986), at which time the Developer shall use the adopted form. The title "Florida Quality Development Annual Report" shall be typed on the top of the front page of Form BLWM-07-85. Annual reports shall be due on the anniversary of the effective date of this Development Order until termination of development activity. Annual reports shall be submitted to the Reviewing Entities. The Reviewing Entities shall review the report for compliance with the terms, general provisions and conditions of this Development Order. Based upon the review of the annual report by the Reviewing Entities, the Department may, on its own initiative or if so requested by the City of Tampa or the Tampa Bay Regional Planning Council, issue further orders and conditions to ensure compliance with the terms, general provisions and conditions of this Development Order. Based upon the review of the annual report by the Reviewing Entities, the Developer shall be notified of any finding of noncompliance; provided, however, that the receipt and review of the monitoring report by the Department shall not be considered a substitute or a waiver of any terms, general provisions or conditions of the Development Order.

The annual report shall include a statement by the Developer regarding the status of publically funded infrastructure and facilities needed to meet the needs of proposed development for the upcoming year. This statement on public facilities shall include, but not be limited to, transportation facilities, potable water supply, solid waste disposal, sewage and waste water treatment, education, and police and fire protection.

L. The terms, general provisions and conditions of this Development Order shall not be construed or interpreted as a waiver of or exception to a requirement to obtain any permit, approval or authorization from the City of Tampa, its agencies or commissions, or to any regional, state, or federal agency.

M. Upon execution of this Development Order it shall be transmitted by the Secretary of the Department of Community Affairs to the City Council of the City of Tampa, the Tampa Bay Regional Planning Council and the Developer.

N. Upon the effective date of this Development Order, the Developer shall have the right to use for the Development the certification mark registered with the Secretary of the Florida Department of State for developments designated as Florida Quality Developments under Section 380.061, Florida Statutes (1986). The use of this certification mark shall extend solely to promotional, informational or advertising purposes in order to identify this Development as a development approved and designated under Section 380.061, Florida Statutes (1986). Any future addition, change or extension to this Development shall not have the authorization to use the certification marks without the written consent of the Reviewing Entities.

O. Within ten days of the issuance of this Development Order, the Developer shall cause the Development Order to be recorded among the Public Records of Hillsborough County and shall not engage in any construction activities or convey any portion of the Development, other than those conveyances required herein, prior to recordation. In addition, prior to conveyance of any portion of the Development, the Developer shall cause to be recorded among the Public Records of Hillsborough County fully executed Declaration of Covenants, Conditions and Restrictions for Hunter's Green identical to those dated May 11, 1987. Amendments to the Declaration of Covenants, Conditions and Restriction for Hunter's Green relating solely to operating

procedure of the homeowner's association and the correction of scrivener's errors may be made prior to recordation without prior approval of the Reviewing Entities.

P. Through the representations in the Application, the terms, general provisions and conditions of this Development Order and the agreements with the City of Tampa, attached hereto as Exhibit C, the Developer has agreed to contribute the Developer's appropriate fair-share contribution toward the offsite impacts which the development will impose on all publically funded infrastructure and has agreed to phase the development to ensure that all publically funded infrastructure, including potable water supply, solid waste disposal, sewage treatment and other facilities and services will be operational when needed. For the purposes of this Development Order, except where otherwise superseded in this Development Order, the term "operational when needed" shall mean the availability of public facilities and services needed to support the Development concurrent with the impacts of the Development. Development authorization is conditioned upon the availability of these facilities and services.

Q. The designation of the Development as a Florida Quality Development is premised upon a specific plan of development as reflected in the Application which is consistent with and furthers the purposes of Section 380.061, Florida Statutes (1986). A departure from that plan of development which significantly decreases the positive aspects of the plan may result in the revocation of the designation of the Development as a Florida Quality Development. In the event the designation of the Development is revoked, the Development, at the Department's discretion or if so requested by the City of Tampa or the Tampa Bay Regional Planning Council, may be required to undergo development-of-regional impact review pursuant to Section 380.06, Florida Statutes.

R. The Developer may, at its option, submit the Development to development-of-regional impact review pursuant to Section 380.06, Florida Statutes. If such a review is requested by the Developer under this General Provision, III.R., the Reviewing Entities may request the ceasing of all development activities. If approved pursuant to Section 380.06, Florida Statutes, the Development shall be governed thereafter under the terms and conditions of Section 380.06, Florida Statutes.

#### IV. CONDITIONS AND DEVELOPER'S COMMITMENTS

In recognition of the natural amenities of the property, the cost to local government of providing public facilities and services to a growing community, and high quality of life which Floridians desire, the Developer hereby agrees to the following binding commitments which are enforceable as part of this Development Order:

##### A. Development Approval, General Phasing and Residential Dwelling Units

Subject to the terms and conditions of this Development Order, the Developer is hereby authorized to complete development of all infrastructure and facilities within Phase I of the Development. The Developer is further authorized to complete development of 879 residential dwelling units comprising the first stage of Phase I's residential units. Conceptual approval for the balance of Phase I and Phases II and III is subject to further traffic impact and air quality studies pursuant to Section 380.06, Florida Statutes, and as set forth in Part IV., Paragraph G. of this Development Order. Specific approval of the remainder of Phase I and Phases II and III for other than transportation and air quality shall be upon submittal by the Developer of preliminary master plats for Phases or subphases. The City of Tampa will distribute copies of such preliminary plats to the other Reviewing Entities. The Reviewing Entities shall have forty-five days to review such plats. Such review shall be limited to review for consistency with the provisions of this Development Order. If either of the other Reviewing Entities files an objection with the City of Tampa during this review period, final master plat approval for such Phase or subphase shall not be granted by the City of Tampa until such objection is satisfied. Building permits shall not be issued beyond the number approved for each stage. The Developer has proposed to develop according to the following types and maximum unit numbers:

	Phase One	Two	Three	Total
Single family unattached units	1260	1120	1000	3380
Single family attached units	180	160	100	440
Multi-family units	360	320	0	680
Life care units	0	200	332	532

The above phases with the associated number of units by type are, subject to the conditions as set out in Part IV., Paragraph G. of this Development Order, proposed by the Developer to be developed according to the following schedule:

Phase One	1987-1991
Phase Two	1992-1995
Phase Three	1996-1999

##### B. Support Facilities and Amenities

In addition to the above described residential dwelling units, the developer has committed to provide and the Development is also authorized to contain the following amenities, as described in the Application:

1. A golf course and associated clubhouse and maintenance facility.

2. Two primary commercial sites and one incidental commercial site, as shown in the Application on Parcels T1, T5 and T9, with an aggregate maximum of 200,000 gross square feet. Each primary commercial site will have a maximum of 100,000 gross square feet of commercial space. Development of these commercial

sites may only occur when the impacts of that development have been included in an approved transportation analysis.

3. A fitness center.
4. A community services center containing multiple infrastructure support facilities described in the Application.
5. A community public safety center.
6. Preservation and conservation areas to protect habitat for endangered and threatened species and species of special concern and other sensitive wetland and upland habitats.
7. Open space and active and passive recreation areas.
8. Adult congregate living facilities.
9. A day-care facility for pre-school children.

These amenities will be incorporated into a plan of development which uses approximately fifty percent (50%) of the property for preservation areas, conservation areas, recreation areas, open space, and support service areas for this residential community. These amenities will be operational in the Phase or Phases of the Development as indicated in the Application.

#### C. Construction Design Criteria

The Development will be constructed as represented in the Application. In addition to construction design features in the Application, the Developer will comply with the following criteria:

1. All erosion control devices necessary to protect wetlands will be installed prior to undertaking any site clearing. These devices will be placed landward of the DER wetlands jurisdictional line or the City of Tampa's Tree and Landscape Ordinance setback line, whichever is most landward.
2. All walkways, bike paths or golf cart paths located within the Clay Gully upland corridor and Preservation or Conservation Areas are to be constructed of permeable material.
3. At the location designated by the City of Tampa as Site 77, the permeable walk will be installed before the installation of the mitigated wetland to decrease potential damage to the adjacent wetland.
4. The City of Tampa Parks Department shall be invited to participate in any preconstruction conference with the site development contractor.
5. All tree protection devices around trees affected by site clearing shall be in place prior to undertaking site clearing.
6. All lake perimeter staking shall be walked with City of Tampa Parks Department staff to meander around any saveable trees.
7. The City of Tampa Parks Department shall be notified 24 hours in advance of any construction schedule changes.
8. Drainage systems for tree wells will be installed prior to the placement of fill.
9. On all roads adjacent to wetlands, erosion control devices shall be installed at the toe of the slope.

10. If alligators are observed in the vicinity of the Elementary School Nature Trail walk during or after construction, the Developer will construct side rails, with handicap kick plate along the lower edge of the rail, along both sides of the path.

11. No logging or timbering of wetlands shall occur on the Development property.

12. All pipes to transport domestic waste within the Development shall not allow leakage of more than 50 gallons per inch of pipe diameter per mile per day as indicated in the Application. This standard shall be incorporated into the Hunter's Green Design Criteria and Development Policy Standards and shall be binding upon the Developer and the developers of all individual parcels within the Development. These pipes shall also meet all City of Tampa standards at the time of permitting.

13. No underground storage tanks shall be allowed on the Development.

14. The Developer may apply for development within the 30 foot setback at 69 sites for Phase I that are listed in the City of Tampa Ordinance 9499-A, as amended. These 69 sites are comprised of approximately 30,110 lineal feet of wetlands without the 30 foot setback and approximately 762,545 square feet of encroachment. In Phases II and III, the Developer may apply for development within the 30 foot setback at other locations on the Development property, but each exception must receive approval from the City of Tampa Parks Department and development shall not exceed 18% encroachment upon the total square footage of the setback areas around both natural and mitigated wetlands. This maximum allowable encroachment shall apply to the entire Development property and for all Phases.

15. A 30-foot untouched setback area, including understory left untouched, shall be maintained around the golf course, where the golf course meets a jurisdictional area or a mitigated wetland area, with the exception of the sites designated by the City of Tampa as Site 66 and Site 67 in the areas which are adjacent to the displaced wetlands.

16. For Phases II and III, the only exception to the 30-foot setback contained in the City of Tampa's Tree and Landscape Ordinance shall be with collector roads, interdependent drainage systems as approved by the South West Florida Water Management District, roads which pass through mitigated wetlands and all boardwalks and bikepaths constructed as part of the park system for the Development.

17. All finished floor elevations for habitable structures shall be at or above the 100 year flood base elevation.

18. The sanitary sewer force main proposed for the right-of-way of the East-West roadway shall be of a size adequate to serve the Development, the Gulf Stream developments, abutting the Development to the north, and the Cory Lakes development, abutting the Development to the east. The City of Tampa shall permit only one force main within the right-of-way of the East-West roadway to serve these developments unless changes are agreed to and approved by the Sewer Department of the City of Tampa. The Developer shall not be required to construct or install this force main.

#### D. Protected Areas

A variety of wetlands and uplands will be set aside for special protection within the boundaries of the Development. These Protected Areas are divided into three types of areas: Preservation Areas, Conservation Areas and Recreation Areas. Each type is defined and restricted to certain uses as described below. In addition, each of these types of areas and allowed

uses is included in the Declaration of Covenants, Conditions, and Restrictions which will run with the land and will be recorded among the Public Records of Hillsborough County.

#### 1. Preservation Areas

Preservation Areas will be preserved and protected in their natural state. Within these areas, no plants or animals may be removed from these areas, except exotics or for scientific purposes, and no clearing, construction or placement of foreign material of any kind will be allowed, except as expressly stated below. No water may be removed from the wetlands, lakes or surficial aquifer without permission of the Homeowner's Association and, then, only in amounts which are consistent with the preservation of the native species and natural character of these areas and consistent with the water management plan as specified in Paragraph IV.L.3. of this Development Order. No herbicides, pesticides, or fertilizers will be used within the Preservation Areas. The Developer will be responsible for restoration, including replanting, of any unauthorized removal or disturbance of vegetation or any other alterations of these areas. The following areas are included in Preservation Areas:

a. Those lands incorporating 58.67 acres which are within the jurisdiction of the Department of Environmental Regulation ("DER"), as determined by that department's Jurisdictional Statement issued June 6, 1986 which is included in the Application and depicted on the Series J maps in the Application. Within these areas the following limited activities are allowed:

(1) Construction of two automobile bridges across Clay Gully at the locations depicted on the Series J maps in the Application. In creating the corridors for the two automobile bridges across Clay Gully, all hardwood trees with a diameter at breast height less than five inches will be removed with care and will be replanted within the Development. The north bridge corridor will not exceed 200 feet in width and the south bridge corridor will not exceed 79 feet in width. No fill in these corridors, other than the pilings to support the bridges, will be placed in those areas within the jurisdiction of the DER. The bridges will be designed and constructed to have a low visual impact and to allow wildlife to move freely in Clay Gully. The Developer may use the north and south corridors to cross Clay Gully with needed utility lines and pipelines provided that the utility lines and pipelines are suspended from the bridges with a clearance sufficient to allow passage of wildlife and to not further disturb the Clay Gully area as represented in the Application.

(2) Construction of boardwalks and observation towers, designed to enhance passive recreational and educational opportunities within these areas while minimizing disturbance of the natural systems. The boardwalks will be constructed at the locations depicted in Series J maps in the Application, as may be modified by permitting requirements. The boardwalks will be elevated a minimum of three feet above grade and will be constructed the minimum length necessary to cross Clay Gully at the designated location, consistent with the preservation of mature trees. The corridor impacted by the southern boardwalk will not exceed 18 feet in width and the corridor impacted by the northern boardwalk will not exceed 12 feet in width.

(3) Alteration of a small man-made ditch, comprising a total of 0.08 acres, created by scour caused by construction of County Road 581. This 0.08 acres shall be incorporated into the littoral zone of a lake wetland system at the same location and will be altered in a manner which will more nearly approach a naturally functioning system that will improve the overall system and provide greater wildlife diversity in the area.

(4) Use of these areas in a sensitive fashion as a living laboratory for environmental education and for monitoring and testing to protect their natural attributes.

(5) Construction of a temporary crossing of Clay Gully for heavy equipment at the central crossing already disturbed by vehicular traffic, subject to any permitting requirements. Upon completion of the bridge across the south bridge corridor, this use will cease and the natural contours will be restored. The area disturbed by the temporary crossing of Clay Gully will be replanted with native vegetation in order to approach a more naturally functioning system.

b. A fifty (50) foot buffer zone extending landward from the DER wetlands jurisdiction line or a minimum of 25 feet from the Hillsborough County Environmental Protection Commission jurisdiction line, whichever is most landward, on both sides of Clay Gully. Within these areas the following limited activities are allowed:

(1) Two corridors leading to the automobile bridges crossing Clay Gully and two corridors leading to the pedestrian boardwalks described in a.(1) and a.(2), above.

(2) Those areas between created wetlands and DER jurisdictional areas where site-specific topography or soils indicate that alteration is necessary to ensure that the hydroperiod of lakes and constructed wetlands depicted in Series J maps in the Application will function properly with the Clay Gully system.

(3) A bike path, not to exceed eight (8) feet in width, in those areas depicted on Map G-4 in the Application, provided that the bike path is located within the landwardmost fifteen (15) feet of the area which is within either the 50-foot buffer or the Hillsborough County Environmental Protection Commission buffer, whichever is more landward, but in no case shall it be placed closer than thirty-five feet of the DER jurisdictional line.

(4) Lakes and berms where their configuration would link with jurisdictional wetlands to create a single system.

(5) Corridors leading to a temporary crossing of Clay Gully for heavy equipment at the central crossing already disturbed by vehicular traffic as authorized under IV.D.1.a.(5) of this Development Order. Upon completion of the permanent bridge across the south bridge corridor, this use will cease and the natural contours in this buffer zone will be restored. The area of the temporary crossing of the buffer zone will be replanted with vegetation native to the site in order to approach a more naturally functioning system.

c. Those upland areas which are set aside for the protection and continued existence of the gopher tortoise and commensal species. These lands, consisting of three separate locations totalling 20.05 acres, as depicted on Revised Map G-5, are particularly suitable for habitat for the gopher tortoise, a Florida species of special concern, as well as for the commensal animals using that habitat, including the gopher frog, a Florida species of special concern and the indigo snake, a threatened species. Within these areas, fill and subsurface drainage systems may be placed, provided they are designed to enhance the habitat for the gopher tortoise and commensal species except that any such fill shall not be placed within the 25 foot/50 foot buffer zone established under IV.D.1.b. of this Development Order.

d. Other upland areas, not included under IV.D.1.c., which are included as an integral part of the Clay Gully preservation lands but which are outside the jurisdiction of the Department of

Environmental Regulation or the designated buffer areas. These upland areas comprise 6.6 acres.

e. Those isolated wetlands, comprising 335.9 acres, which are within the jurisdiction of the Hillsborough County Environmental Protection Commission and which are capable of sustaining their character as wetlands after development, as generally depicted on the Series J Maps in the Application. Within these areas, the following limited activities are allowed:

(1) Elimination of those wetlands too small to remain viable after development or those already heavily impacted by water table drawdown from the wellfield. The wetlands to be altered within Phase I comprise 38.1 acres and are identified on Series J maps in the Application. The loss of these wetlands will be mitigated through the construction of man-made wetland systems as depicted on the Series J maps on a ratio of 1 acre created for each 1 acre of natural herbaceous wetlands eliminated and 2 acres created for each 1 acre of natural wooded wetlands eliminated.

(2) Installation of drainage structures, including inflow and outflow structures, and stormwater management system monitoring equipment.

(3) Construction of boardwalks and observation towers.

f. Those wetlands and littoral shelves created as part of the wetlands mitigation program described in IV.D.1.e.(1), above. The detailed plan of construction of these wetlands, comprising 68.3 acres, is depicted on Series J maps included in the Application, as may be modified by permitting requirements. These areas will be designed and vegetated to create wetlands which will be self-sustaining on a long-term basis. One area in the southwestern portion of the property will be constructed as a wetland designed to incorporate various natural changes in the level of groundwater with the specific goal of attracting wading birds to the area for feeding, as depicted in Map K-1 in the Application.

## 2. Conservation Areas.

Conservation Areas will be protected in their natural state. Within these areas, no buildings or structures associated with dwelling units will be allowed. No plants or animals may be removed from these areas except with permission of the Board of Directors of the homeowners' association. No water may be removed from or added to the wetlands, lakes or surficial aquifer without permission of the Board and, in no event, in amounts that would alter the essential character of these areas. Any removal of water must be consistent with the water management plan as specified in Paragraph IV.L.3. of this Development Order. However, some encroachment for stormwater management structures which will not adversely impact the continued viability of the area will be allowed. In addition, some movement through these areas in non-organized recreation activities is anticipated. No herbicides, pesticides, or fertilizers will be used within these Areas. Other activities are prohibited, except as expressly stated below.

a. The following areas are included in Conservation Areas:

(1) A thirty (30) foot setback area surrounding the isolated wetlands within the jurisdiction of the City of Tampa through its Tree and Landscape Ordinance. This setback shall not be required along the portion of a wetland which is incorporated into a lake system.

(2) Upland corridors, comprising 15.32 acres, creating areas

for the movement of wildlife and visual breaks between development parcels.

(3) Littoral zones along the edges of the created lakes.

(4) A thirty (30) foot setback along the southern boundary of the Development property abutting the wetlands as provided in the City of Tampa's Tree and Landscape Ordinance. This shall also include those wetlands on the Southwest Florida Water Management District property.

b. Activities allowed within Conservation Areas are:

(1) Encroachment for stormwater management structures which will not adversely impact the continued viability of an area.

(2) Movement through these areas by residents as part of recreational activities. Although littoral zones will be carefully planted with native species and monitored for success of the planting program, some impact is expected as residents use the lakes for recreational purposes.

(3) Planting of native trees and vegetation to enhance the natural character of these areas.

(4) Removal of vegetation, grading and placing fill to create corridors leading to bridges, bike paths, and boardwalks which are permitted to be constructed within Preservation Areas. These approach corridors shall not exceed the width of the corridor permitted in the Preservation Area.

(5) Activities allowed in setback zones as defined in the City of Tampa's Tree and Landscape Ordinance.

### 3. Recreation Areas

Recreation Areas are those areas where natural systems and vegetation will be altered but will be used for public recreation in an open condition with minimal impermeable surfaces. The following areas will be included in recreation areas:

a. The golf course, comprising 136.6 acres and depicted on Revised Map G-5. This area will be open to golfing activities, or retained as open space in perpetuity for other recreational activities.

b. The recreational portion of the Community Services Center, as depicted on Map G-7 in the Application, Tract 10 recreation area as depicted on Map G-8 in the Application, "mini-parks" scattered through the Development as depicted on Map G-9 in the Application and other open areas not included in preservation or conservation areas, comprising 40.0 acres will be open to recreation for all residents of the Development and their guests. Amenities within these areas to be provided by the Developer will include, but not be limited to, a play area, jogging trail, picnic area(s), tennis courts, soccer fields, softball fields, racquetball courts, a community center building and parking facilities. The Tract 10 recreation area shall be retained as a recreation area in perpetuity.

c. Lakes. Comprising 242.3 acres, the lakes will be open to recreational activities, excluding the use of internal combustion engines. The Developer will design certain of the lakes on the property with wildlife values as an essential part of the design and maintenance features. These lakes will be designed using criteria recommended by the Florida Game and Fresh Water Fish Commission (the "Commission"). The lakes will be stocked with fish through a cooperative program with the Commission. During construction of the lakes, the Developer will excavate the lakes from the inside out or otherwise not allow

equipment on wetland or buffer areas which are to be left undisturbed.

d. If the fitness center is not built or any lake shown on the plan of development is not constructed, then the area where it would have been located will be retained as green space in perpetuity for other recreational activities.

#### E. Energy Conservation

1. All outdoor lighting in areas which include parking and recreation shall use energy efficient lighting systems such as high pressure sodium or their equivalent.

2. The Architectural Design Criteria include considerations for colors and structural design and orientation for habitable structures which will minimize solar heat absorption.

3. Shade trees will be incorporated throughout the development, using deciduous and evergreen trees as appropriate to the site and energy conservation considerations.

4. The Architectural Design Criteria expressly include flexibility for incorporation of solar design innovations into structural design.

#### F. Environmental Awareness

1. The Developer has employed and will retain a qualified biologist to assist in assuring the continuing protection of the Protected Areas throughout construction of the Development. The homeowners' association will be required to retain a biologist to continue this protection through build-out of the Development.

2. The Developer will establish, through a qualified biologist, a series of after-school programs in environmental awareness for children.

3. The Developer will establish, through a qualified biologist, a series of environmental awareness programs for adults and families living in the Development.

4. The Developer will assure that these environmental awareness programs include specific information about the importance and protection of the endangered and threatened species and species of special concern which inhabit or use the property within the Development.

#### G. Transportation

1. Off-site traffic impacts

a. Stage 1 of Phase I

(1) The Developer is hereby authorized to construct 879 units for Stage 1 of Phase I. This shall consist of no more than 879 dwelling units, club facilities, the golf course and other amenities described in the Transportation Analysis Section of the Application and as described in Paragraph IV.A. of this Development Order.

(2) As represented in the City of Tampa Ordinance 9499-A, approved on January 15, 1987, the following roadway segments will be impacted by Development traffic at five percent or more of projected traffic volume for Stage 1 and the following roadway improvements will be required to maintain Level of Service C or better:

Roadway	From	To	1989 Committed Geometry	1989 Background & Project
CR581	1. Williamsburg Entrance	Northwood Entrance	2 Lane	4 Lane-Div.
	2. Northwood Entrance	County Line Road	2 Lane	4 Lane-Div.
	3. County Line Road	East-West Arterial (Project north boundary)	2 Lane	4 Lane-Div.
	4. East-West Arterial (Project north boundary)	Tampa Tech Entrance	2 Lane	4 Lane-Div.
	5. Tampa Tech Entrance	I-75 Interchange	2 Lane	4 Lane-Div.
	6. I-75 Interchange	Tampa Palms Entrance	2 Lane	3 Lane-Div.
	7. Tampa Palms Entrance	Lake Forest Entrance	2 Lane	6 Lane-Div.
	8. Lake Forest Entrance	Skipper Road	4 Lane-Div.	6 Lane-Div.
East/ West Arterial	9. C.R. 581	(To be determined)		4 Lane-Div.

(3) As represented in the City of Tampa Ordinance 9499-A, approved on January 15, 1987, the following intersection improvements will be required in order to maintain LOS D, peak hour:

Intersection	1989 Background Plus Project
CR 581 and County Line Road	10. Signalization Add 1 NB thru lane
CR 581 and E-W Arterial	11. Signalization Add 1 SB left turn lane Add 1 NB right turn lane Add 1 NB thru lane Add 1 SB thru lane
CR 581 and I-75 (Southwest side)	12. Signalization Add 1 SB left turn lane
CR 581 and I-75 (Northeast side)	13. Signalization Add 1 WB left turn lane

b. The University North Traffic Study

As represented in the Front-Ending Agreement ("Agreement") between the City of Tampa and the Developer, certain contributions in the form of roadway improvements shall be made according to the provisions in the Agreement, attached hereto as Exhibit C. The City of Tampa is conducting a transportation study of the University North area for the purpose of establishing a transportation network for that area. The

Developer's proportionate fair share for the impacts of the Development, including Stage 1 and through buildout of the project, shall be calculated against the results of that study, as represented in the Agreement. The Developer shall be subject to any transportation conditions and funding mechanisms established for that area. The Department has calculated, pursuant to Rule 9J2.0255, Florida Administrative Code, that the value of the contributions to be made by the Developer, as represented in the Agreement, exceeds the Developer's fair-share contribution for the impacts of the Development on transportation facilities for Stage 1 and comprise roadway improvement segment numbers 3 and 4 on the roadway improvements list in subsection IV.G.1.a.(2), above, of this Development Order. As represented in the Agreement, those fair-share contributions, in the form of roadway improvements, must be completed prior to the issuance of the 879th building permit for a residential unit for Stage 1 or the City of Tampa will cease issuing building permits. The above referenced contributions will include, but not be limited to:

(a) The widening of County Road 581 from two lanes to four lanes commencing near the northern boundary line of the Development, approximate to the intersection of the proposed East-West arterial, and extending southward to the County Road 581 crossing of Trout Creek. The estimated cost of this improvement is \$589,356.00. The planning, final design, determination of actual costs and other provisions for this roadway improvement shall follow the procedures and provisions as set forth in the Agreement.

(b) A bridge over Trout Creek for County Road 581, parallel to the existing bridge and capable of carrying two or three lanes of traffic. The planning, final design, determination of actual costs and other provisions for this roadway improvement shall follow the procedures and provisions as set forth in the Agreement.

(c) The widening of County Road 581 from two to four lanes from the bridges over Trout Creek to the intersection of County Road 581 and Interstate 75. The estimated cost of this improvement is \$612,795.00. The planning, final design, determination of actual costs and other provisions for this roadway improvement shall follow the procedures and provisions as set forth in the Agreement.

c. Further Development Staging

The Developer shall phase construction of housing units and commercial property to assure that infrastructure is operational when needed.

(1) For purposes of this Paragraph IV.G., "operational when needed" shall mean the timely commitment of funds for the construction of roadway improvements to assure that an acceptable level of service will exist on that roadway at the completion of each stage.

(2) These stages and their impacts, including the impacts of Stage 1, shall be determined by a traffic analysis pursuant to Section 380.06, Florida Statutes. This analysis shall be based upon an approved traffic methodology and must be submitted to, and approved by, the Reviewing Entities prior to the issuance of building permits for that stage. Stages shall not exceed 1,250 dwelling units and 100,000 gross square feet of commercial space, nor shall approvals for a given stage exceed five years, without approval of the Reviewing Entities.

(3) Funding commitments can be, at the Developer's option and with the approval of the City of Tampa, which shall not be unreasonably withheld, in any of the following forms: direct financial contributions; contributions-in-aid of construction or

Developer's commitments for actual construction; actual construction by any public or private entity (or committed for in binding contractual form); the placement of improvements in the Transportation Improvements Work Programs of the City of Tampa, Hillsborough or Pasco Counties, or in the State of Florida; any combination of the foregoing.

d. Improvements

The traffic analysis shall include a list of roadways impacted by the stage and a schedule of improvements needed to accommodate the impact of the projected traffic for that stage. The improvements needed will be measured on those road segments which are projected to fall below level of service "D" peak hour, and on which the development traffic comprises five (5) percent or more of that level of service. The schedule shall list the improvements needed to be constructed, the projected date of completion for the construction of the improvements, the party responsible for the construction of each improvement, the cost of the improvements and value of right-of-way donated for the improvements, if any, and the staging for the development.

e. Fair Share Contribution

Before being allowed to procure building permits for each stage, the Developer shall commit to funding its fair share of the improvements so listed. The form of the commitment and the amount of commitment will be subject to the approval of the Reviewing Entities but shall be based on the criteria contained in this Paragraph IV.G.1.. The Developer's fair share shall be equal to, or, at the Developer's option, in excess of, an amount calculated pursuant to the Tampa Bay Regional Planning Council rules and the Department's adopted transportation policy rule, effective January 20, 1987, modified to ensure that LOS "D" peak hour is maintained. This amount shall be equal to, or exceed, the amount due under the City of Tampa Transportation Impact Fee Ordinance or the amount calculated under the provisions of Subparagraph IV.G.1.b. of this Development Order. The fair share contribution may be in the form of direct financial contribution, contribution-in-aid, contribution for right-of-way, actual construction or the application of excess credits from a prior stage. If the contribution made exceeds the amount calculated, any excess may be credited to the subsequent stages. If the fair share contribution is not made in a timely manner, and after written notice to the Developer, the issuance of permits for that stage by the City of Tampa shall cease immediately. The government entity to whom cash contributions are paid shall expeditiously apply funds to one or more of the listed improvements, giving due regard to the road segments with the lowest level of service. After the contribution has been committed, and subject to the monitoring provisions of the Subparagraph IV.G.1.f, below, the Developer may commence and is entitled to complete the individual housing and commercial building construction on the parcels in that stage and may obtain building permits for no more than the number of units and commercial square footage in that stage.

f. Monitoring

Developer shall monitor the impacted roadways and shall submit reports prepared by a certified professional engineer to the Reviewing Agencies at least semi-annually. The Developer may, at its option, submit a new traffic analysis to demonstrate that alternate improvements can be made to maintain the facilities at LOS "D" peak. In the event that the contemplated improvements or appropriate alternative improvements for the stage are not constructed, and the monitoring reports verify that the improvements are still required to maintain LOS "D" peak on the roads identified in subparagraph IV.G.1.d. (or as modified by a new traffic analysis), and development traffic contributes ten

(10) percent or more of the existing LOS "D" peak hour capacity of the facility, then:

(1) As to improvements which are the sole responsibility of the Developer, the Development may not proceed beyond the existing stage until construction of those improvements has been completed;

(2) As to improvements which are the responsibility of other entities, the Development may not proceed beyond the existing stage until the Developer has provided for its fair share contribution and funding commitments are assured for the needed improvements.

g. Ramp Facilities

Where applicable, the provisions and conditions of subparagraph IV.G.3., "I-75 Corridor Study and Further Monitoring Requirements", shall supersede the provisions and conditions of this subparagraph IV.G.1..

2. On-site traffic impacts

The Developer will reduce the number of internal automobile trips generated by providing a comprehensive system of bike and walking paths throughout the Development, as depicted on Map G-4. This path system will connect residential areas with the recreational amenities and commercial facilities within the Development. The bike and walking paths will be constructed in conjunction with major collector roads or with the Phase in which they are located.

3. I-75 Corridor Study and Further Monitoring Requirements

a. The Florida Department of Transportation (FDOT) is presently undertaking a special study ("Study") of I-75 which will include an analysis of traffic flow from anticipated developments, along with the need to modify existing interchanges and the need, general location and function of additional interchanges if warranted. No additional lanes, new interchanges, or modifications of existing interchanges (other than the installation of dual left turn receiving lanes or other minor geometric changes for the purpose of improving traffic service on C.R. 581) to the I-75 system will be approved prior to the completion of the Study.

b. Pending the completion of the Study, a LOS C, Peak Hour standard will be applied to the existing C.R. 581/ I-75 interchange ramps to avoid prejudicing the results of the Study and its recommendations. If, during the period of the Study, the LOS C, Peak Hour, threshold is exceeded on any of the interchange ramps, the Developer may, at its expense, utilize ramp metering to preserve the LOS C, Peak Hour, service level. The City of Tampa shall not issue building permits for the Development if ramp metering is not permitted by the Federal Highway Administration and FDOT and alternative improvements which can be demonstrated, by way of a new traffic analysis, to maintain the desired levels of service are not approved and funded prior to the commencement of construction within any phase or stage in which the impacts require mitigation at the C.R. 581/I-75 interchange. Subsequent applications for project approvals, beyond the point at which the LOS C, Peak Hour, threshold is exceeded for any of the interchange ramps, shall comply with the conditions for approval set forth in IV.G.3.c., below.

c. The Developer shall submit semi-annual monitoring reports to both the City of Tampa and the FDOT. The report shall include a LOS Operational Analysis of all on/off ramps at the C.R. 581/I-75 interchange. The submission dates, scope and content of this Operational Analysis must be approved by the City of Tampa and the FDOT prior to the issuance of any building permits for the

Development. If, after an evaluation of any such Operational Analysis, the review by the FDOT and the City of Tampa indicates that the LOS C, Peak Hour, threshold will be exceeded for any C.R.581/I-75 on/off ramp prior to the submission of the next Operational Analysis and the Development's traffic contributes ten percent or more to the traffic volume, the City of Tampa will determine whether to continue issuing building permits and will notify the Developer of this determination in writing. If the LOS C, Peak Hour, thresholds will be exceeded for any ramps prior to submission of the next Operational Analysis, the Developer shall have the opportunity to submit evidence satisfactory to both the City of Tampa and the FDOT to demonstrate that Development traffic, as identified in an Operational Analysis, does not contribute ten percent or more to the traffic volume, under which condition the City of Tampa shall not cease the issuing of building permits for the Development.

d. The duration of this subparagraph IV.G.3. shall be in effect for the period of the Study or for thirty-six months from the date of the issuance of this Development Order, whichever is earlier.

#### 4. Public Transportation

The Developer shall provide the Hillsborough Area Regional Transit Authority with free access and pick-up and drop-off points at the two primary commercial sites, T-9 and T-1, as located on Map G-1, for public transportation services. At the time the detailed plans for these areas are developed, the Developer will notify the Authority in order to receive their comments on location and design of these pick-up and drop-off points.

#### H. Public Facilities and Services

1. Day-care center. The Developer will provide a licensed day-care facility for pre-school children and will cause it to be built and operating by the completion of Phase I.

2. Adult congregate living facilities. The Developer will provide a site or sites for construction and operation of adult congregate living facilities within the Development. The facilities shall consist of 532 life care units, as conceptually approved under Paragraph IV.A.

3. Public safety. The Developer will dedicate to the City of Tampa a 2.8 acre public safety site, as depicted on Map G-1 and labeled T-7, or in another location acceptable to the City, as provided in the agreement between the Developer and the City to be constructed by the City of Tampa, attached hereto as Exhibit C.

#### 4. Public Facilities.

a. Tract T-8, as depicted on Map G-1 in the Application, consists of 18.5 acres. The Developer will donate to the City of Tampa or its designee, at a time or times specified by the City of Tampa, Tract 8 or its equivalent. Approximately 15 acres of this site may be used as an elementary school site, 3 acres as a governmental services site and the remaining acreage as a preserved natural area. If Tract 8 is unavailable for this purpose due to the alignment of the East/West Arterial, the Developer shall donate another site of approximately 18.5 acres for the same purpose. This alternate site must be acceptable to the City of Tampa and the Hillsborough County School Board.

b. The Developer will pay his fair-share contribution for the impacts on educational facilities created by the Development. To mitigate these impacts, the Developer will provide, in addition to the conditions of the preceding paragraph, an additional 22.43 acres of land or pay an assessment of

\$391,471.00 to the Hillsborough County School System pursuant to the terms and conditions of the City of Tampa Ordinance 9499-A, as amended.

c. The Developer has entered into an Affiliation Agreement with the University of South Florida through which the Developer has made a \$600,000.00 gift to fund an Endowed Chair in Urban Planning at the University through the Eminent Scholars Act.

5. Recreational Facilities. The Developer has provided for public recreational opportunities and facilities within the site. In addition to the 22.5 acres of parks provided on site, the Developer will further mitigate its impact of park and recreational facilities by providing an additional 18.47 acres. In lieu of providing the 18.47 acres, the Developer, at its option, may pay an assessment of \$250,000.00 under the terms and conditions of the City of Tampa Ordinance 9499-A, as amended.

6. Water, wastewater, and solid waste. The Developer will provide for the on-site facilities necessary to provide these systems. The City will provide for the off-site facilities. The details of these responsibilities are more fully set out in the Agreement between the City and the Developer set forth in Exhibit C and incorporated into this Development Order.

7. Hurricane shelter. The Developer, in cooperation with the Hillsborough County Bureau of Emergency Management and the Greater Tampa Bay Chapter of the American Red Cross, will pursue the feasibility of the adult congregate living facilities serving as a shelter for other elderly citizens during hurricane evacuations.

#### I. City of Tampa Impact Fees

The Developer acknowledges that it is not exempt from any and all City of Tampa impact fees, connection fees or assessments, except where the transportation front-ending agreement between the Developer and the City or the agreement between the Developer and the City for providing other public facilities and services expressly recognizes payments as credits against impact fees or otherwise provides for those fees or assessments. This executed front-ending agreement is attached to and incorporated into this Development Order.

#### J. Historic Preservation

The Developer, in cooperation with the Division of Historical Resources of the Florida Department of State (the "Division"), has conducted a survey to locate any archaeological or historic sites on the development property. The survey determined, with concurrence from the Division, that no historic or archaeological sites are located on the development property. Nonetheless, in order to ensure the preservation of any significant sites or artifacts that may be present on the development property, the Developer agrees and commits that if, during the construction of any part of the Development, any historic or archeological sites are discovered, the Developer will immediately cease development in the area where the site is discovered and will immediately notify the Division. No disruption of the site will be permitted for 60 days from the date of the discovery or until the Division makes a determination concerning the significance of the site, whichever is sooner. Should any site be determined to be significant for further investigation, the site will be fully tested and salvaged by a person approved by the Division prior to any development on that site, the costs to conduct such testing and salvage to be paid by the Developer. Such testing and salvage shall take place within a reasonable time period to be determined by the Reviewing Entities, but such time period shall not exceed 180 days, unless extended by the Reviewing Entities for cause. Based upon the

results of the testing and salvage, the Reviewing Entities, upon recommendation of the Division, may require preservation of part of all of the site, pursuant to the provisions of Section 380.061(3), Florida Statutes.

**K. Air Quality**

1. No industrial sources will be located on site.
2. Fugitive dust emissions will result from construction activities related to roadway construction and landscape alteration. During construction, these emissions will be controlled through soil stabilization of cleared and disturbed areas with landscape materials. Bare areas will be sodded, planted with natural vegetation or covered by other accepted methods to reduce fugitive dust emissions and will be periodically watered to control emissions until this landscaping is done.

**L. Water Quality and Quantity**

1. Prior to the issuance of any permits, the Final Drainage Plan for the Development shall be submitted to the Reviewing Entities, Hillsborough County, the Florida Department of Environmental Regulation and the Southwest Florida Water Management District (SWFWMD) for review and approval. This plan shall be certified by a professional engineer, registered with the State of Florida. At a minimum, the Final Drainage Plan shall incorporate the following features:
  - a. A street cleaning program for the parking and roadway areas within the Development.
  - b. The drainage system for the Development shall provide effective treatment for the first inch or more of run-off generated from the site. The drainage system shall be designed so that the post-development peak flows shall not exceed predevelopment peak flows for the 25-year, 24-hour storm event. Such stormwater facilities serving the residential parcels on the Development property shall mitigate the impacts of the 100 year flood event and shall be designed and built to function independently of any other residential subdivision. These facilities shall not rely on future planned construction for operational capacity.
  - c. The proposed retention/detention wetland systems will be designed, constructed and maintained, at a minimum, pursuant to the guidelines of the Stormwater and Lake Systems Maintenance and Design Guidelines of the Tampa Bay Regional Planning Council.
  - d. Drainage outfall structures shall be located where the least amount of environmental impact will occur.
  - e. Swales for the conveyance of the 25 year 24 hour storm event overland flow shall have a minimum slope of 6H:1V.
  - f. All lakes on the golf course shall be surrounded by perimeter berm/swale systems.
  - g. A description of how all stormwater management facilities on the Development property will interface with each other and with all off-site conveyance systems.
2. The protection of surface water quality will be provided through the development of a surface water monitoring program in compliance with U.S. Environmental Protection Agency and DER quality control standards. This program will be instituted prior to groundbreaking and continue through build-out of the Development. If a violation occurs to water quality standards through build-out, such violation shall be considered a non-compliance

activity and subject to enforcement provisions of the General Provisions of this Development Order. If a violation occurs following build-out of the Development, the cause will be determined and corrective actions will be taken immediately.

3. Prior to the issuance of any consumptive use of water permits for the Development, the Developer will prepare a plan for using non-potable water for landscape and open space irrigation and other water conservation measures and will submit that plan to the Reviewing Entities for their review. This plan shall be developed in cooperation with and be acceptable to the SWFWMD and the West Coast Regional Water Supply Authority. At a minimum, the plan shall include:

a. Identification of the operation responsibility for the on-site wells.

b. Limits on the number of on-site irrigation wells, including a prohibition on the use of individual lawn irrigation wells.

c. Limits on the rate of withdrawal during all seasons.

d. Contingency plans in the event that water withdrawal from the Development affects the Morris Bridge Well Field.

e. Restrictions on the permitted times for landscape irrigation to between the hours of 5:00 P.M. and 9:00 A.M. after the establishment of landscaping.

f. Standards for the volume of toilet flush tanks at a maximum of two (2) gallons per flush and flow rates for shower heads and other household faucets at a maximum of two gallons per minute or less. These standards shall be incorporated into the Hunter's Green Design Criteria and Development Policy Standards and be binding upon developers of individual parcels.

g. A consideration of other water conservation measures such as: the use of gray water for irrigation; the required use of other water conservation technologies for households; revision of the landscape criteria to include a higher percentage of native or xerophytic vegetation and drought-tolerant grasses for lawns, the golf course, open space and other areas in the Development; and, low volume landscape irrigation technologies.

#### M. Solid Waste

1. The Homeowner's Association shall develop rules and regulations concerning the disposal of hazardous solid waste materials and common household waste material containing hazardous or toxic substances, such as cleaning solvents, lead-bearing paint or pesticide and insecticide containers. The criteria and standards developed for collection and disposal of solid waste materials shall also apply to hazardous or toxic construction materials.

2. Solid waste generated by the project, exclusive of waste materials created by construction activities or waste otherwise disposed of under IV.M.1., above, shall be disposed of with Hillsborough County.

#### N. Endangered and Threatened Species and Species of Special Concern

In the event that endangered or threatened species other than those listed in the Application are observed frequenting the site for nesting, feeding or breeding, proper mitigation measures will be employed to assist in protecting these species. Corrective measures will be implemented in cooperation with the

Florida Game and Fresh Water Fish Commission. The City of Tampa may issue a stop work order for development activity in pertinent areas to protect endangered, threatened or species of special concern plant or animal species.

O. Restrictions on Amendments to the Declaration of Covenants, Conditions and Restrictions

The General Provisions and Conditions and Developer's Commitments in this Development Order will not be superseded by any changes in the Declaration of Covenants, Conditions and Restrictions. The Declaration of Covenants, Conditions and Restrictions, and any amendments thereto, will be adopted in such a manner as to be consistent with the Development Order.

P. Submittal of Revised Application

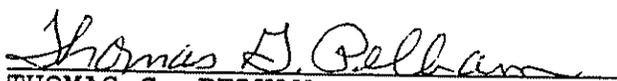
Within ninety days after the effective date of this Development Order, the Developer shall submit copies of the Application, incorporating all completeness review responses and all supplemental information, to the Reviewing Entities.

V. Amendments

This Part V. shall specify and contain any and all approved changes or amendments to this Development Order from the original Application and Development Order issued by the Department on May 15, 1987, and recorded in the Official Records of Hillsborough County. It is the purpose and intent of the Reviewing Entities that this Development Order shall continue in full force and effect all terms, general provisions and conditions of the Development Order, except as that Development Order has been specifically altered by the changes and amendments identified in this Part V. Any future changes or amendments to the original Development Order as approved and incorporated in this Development Order shall be specified below sequentially and identified in this Part V. by the dates of their approval and incorporation in new Development Orders issued by the Department.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE DEVELOPMENT WITHIN THE CITY OF TAMPA BY MARKBOROUGH FLORIDA, INC., KNOWN AS HUNTER'S GREEN, IS HEREBY DESIGNATED AS A FLORIDA QUALITY DEVELOPMENT, SUBJECT TO THE TERMS, GENERAL PROVISIONS, CONDITIONS AND COMMITMENTS IN THIS DEVELOPMENT ORDER.

SIGNED:



THOMAS G. PELHAM

SECRETARY, DEPARTMENT OF COMMUNITY OF AFFAIRS

DATE:

5-15-87

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FILING AND ACKNOWLEDGEMENT  
FILED, on this date, with the designated  
Department Clerk, receipt of which  
is hereby acknowledged.

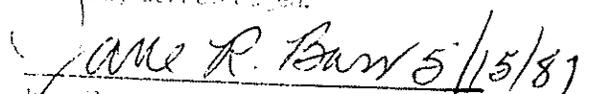
  
James R. Bann  
Department Clerk  
Date 5/15/87

Exhibit A  
to the  
Hunter's Green  
Development Order  
A legal description of the  
Development Property

DESCRIPTION:

Being all of Section 18 and a portion of Sections 16, and 17, Township 27 South, Range 20 East, AND a portion of Section 13 and 24, Township 27 South, Range 19 East, Hillsborough County, Florida; being more particularly described as follows:

For a Point of Beginning (P.O.B.), commence at the Southwest corner of said Section 18, run thence along the East boundary line of said Section 24, S.00°24'07"W., a distance of 2665.13 feet; thence N.89°28'15"W., a distance of 3038.43 feet; thence N.01°18'38"E., a distance of 1816.99 feet; thence N.48°54'19"E., a distance of 1993.87 feet; thence N.00°49'34"E., a distance of 1375.07 feet; thence N.25°36'02"W., a distance of 1535.97 feet to the Easterly right-of-way line of County Road No. 581; thence along said right-of-way line, N.41°45'25"E., a distance of 2544.78 feet; thence continue along said right-of-way line 205.88 feet along the arc of a curve to the left, said curve having a radius of 1532.40 feet and a chord of 205.73 feet which bears N.37°54'32"E, to the North boundary line of said Section 13; thence along the North boundary line of said Section 13, S.89°59'49"E., a distance of 173.65 feet to the Northwest corner of said Section 18; thence along the North boundary line of said Section 18, S.89°45'60"E., a distance of 5349.98 feet to the Northwest corner of said Section 17; thence along the North boundary line of said Section 17, S.89°52'47"E., a distance of 5338.38 feet to the Northwest corner of said Section 16; thence along the North boundary line of said Section 16, S.89°45'27"E., a distance of 3319.72 feet to the East boundary line of the West 5/8 of said Section 16; thence along said East boundary line, S.00°25'06"E., a distance of 4725.98 feet; thence N.70°39'49"W., a distance of 673.43 feet; thence N.79°08'23"W., a distance of 89.49 feet; thence S.88°56'27"W., a distance of 1779.50 feet; thence S.88°14'42"W., a distance of 473.29 feet; thence S.76°51'54"W., a distance of 336.53 feet to the East boundary line of said Section 17; thence continue S.76°51'54"W., a distance of 47.31 feet; thence S.74°57'54"W., a distance of 279.60 feet; thence S.62°08'11"W., a distance of 80.76 feet; thence S.52°33'47"W., a distance of 113.90 feet; thence S.42°33'01"W., a distance of 89.10 feet; thence S.33°21'26"W., a distance of 364.62 feet; thence S.35°34'15"W., a distance of 47.99 feet; thence S.39°24'26"W., a distance of 40.03 feet; thence S.42°18'40"W., a distance of 52.81 feet to the South boundary line of said Section 17; thence along the South boundary line of said Section 17, N.89°53'54"W., a distance of 1812.86 feet; thence continue along the South boundary line of said Section 17, N.89°54'41"W., a distance of 2647.99 feet to the Southeast corner of said Section 18; thence along the South boundary line of said Section 18, N.89°54'35"W., a distance of 2644.68 feet; thence continue along the South boundary line of said Section 18, N.89°54'43"W., a distance of 2644.25 feet to the Point of Beginning.

Exhibit B  
To the  
Hunter's Green  
Development Order  
Florida Department of Emergency Regulation  
Jurisdictional Wetlands  
Legal Description



PERMIT AREA A

PERMIT AREA B



- NOTES:**
- 1 DELINEATIONS OF DEER JURISDICTIONAL LIMITS BASED UPON DECLARATION OF JURISDICTION RECEIVED FROM THE DEER AGENCIES
  - 2 DELINEATIONS OF SWAMP/JURISDICTIONS AND JURISDICTIONAL LIMITS BASED UPON FIELD REVIEWS WITH AGENCIES REPRESENTATIVES
  - 3 THE AREAS DESIGNATED FOR AND FOR GRAPHIC PURPOSES TO SWAMP/JURISDICTIONS OF END AREAS

- LEGEND**
- OPEN DESIGNATED JURISDICTIONAL AREA (SEE NOTE 3)
  - SWAMP/JURISDICTIONS OF END DESIGNATED JURISDICTIONAL AREA

MAP OF EXISTING JURISDICTIONAL AREAS

DESCRIPTION: D.E.R. Parcel One

Being a portion of Section 17, Township 27 South, Range 20 East, Hillsborough County, Florida, more particularly described as follows: Commence at the Southwest corner of the Southeast 1/4 of said Section 17; run thence along the South boundary line of the Southeast 1/4 of said Section 17, S.89°53'54"E., a distance of 512.58 feet for a Point of Beginning; thence N.32°54'40"W., a distance of 38.68 feet; thence N.15°43'40"W., a distance of 68.84 feet; thence N.24°34'31"W., a distance of 27.42 feet; thence N.29°22'13"W., a distance of 152.51 feet; thence N.46°53'21"W., a distance of 180.96 feet; thence N.33°11'02"W., a distance of 89.20 feet; thence N.15°08'08"E., a distance of 122.52 feet; thence N.53°15'08"W., a distance of 82.10 feet; thence N.09°08'44"E., a distance of 111.89 feet; thence N.47°44'31"E., a distance of 135.51 feet; thence N.38°37'11"E., a distance of 149.88 feet; thence N.23°29'34"E., a distance of 124.20 feet; thence N.46°36'51"E., a distance of 89.10 feet; thence S.83°36'34"E., a distance of 85.71 feet; thence S.36°11'01"E., a distance of 116.97 feet; thence S.16°58'32"W., a distance of 101.96 feet; thence S.32°01'17"W., a distance of 94.92 feet; thence S.46°36'08"W., a distance of 95.11 feet; thence S.46°00'35"W., a distance of 112.26 feet; thence S.17°52'39"W., a distance of 106.38 feet; thence S.08°30'50"E., a distance of 195.76 feet; thence S.07°19'33"W., a distance of 79.40 feet; thence S.11°31'41"E., a distance of 94.55 feet; thence S.24°16'46"E., a distance of 74.86 feet; thence S.26°17'53"E., a distance of 98.32 feet; thence S.62°12'14"E., a distance of 77.53 feet; thence S.51°53'44"E., a distance of 33.92 feet; thence S.05°13'24"E., a distance of 16.11 feet to the South boundary line of the Southeast 1/4 of said Section 17; thence N.89°53'54"W., a distance of 95.07 feet to the Point of Beginning; containing 4.20 acres, more or less.

DESCRIPTION: J.E.R. Parcel Two

Being a portion of Section 16, Township 27 South, Range 20 East, Hillsborough County, Florida, more particularly described as follows: Commence at the Northwest corner of said Section 16, run thence along the West boundary line of said Section 16, S.00°37'50"E., a distance of 4624.21 feet; thence N.76°51'54"E., a distance of 336.53 feet; thence N.88°14'42"E., a distance of 473.30 feet; thence N.88°56'27"E., a distance of 522.90 feet for a Point of Beginning; thence N.51°01'58"E., a distance of 41.01 feet; thence N.51°26'48"E., a distance of 35.94 feet; thence N.22°39'14"E., a distance of 58.92 feet; thence N.29°49'39"E., a distance of 37.19 feet; thence N.07°59'01"E., a distance of 42.26 feet; thence N.13°40'50"W., a distance of 32.91 feet; thence N.01°43'05"E., a distance of 59.97 feet; thence N.19°12'31"W., a distance of 103.67 feet; thence N.15°34'45"W., a distance of 58.31 feet; thence N.08°43'07"E., a distance of 57.31 feet; thence N.15°33'19"E., a distance of 33.53 feet; thence N.21°38'06"E., a distance of 28.66 feet; thence N.49°14'27"E., a distance of 74.57 feet; thence N.88°24'05"E., a distance of 52.41 feet; thence N.11°14'25"E., a distance of 35.86 feet; thence N.15°06'04"W., a distance of 62.14 feet; thence N.31°59'29"W., a distance of 33.62 feet; thence N.11°13'10"E., a distance of 26.17 feet; thence N.23°24'53"E., a distance of 65.86 feet; thence N.03°49'56"W., a distance of 48.24 feet; thence N.01°01'08"W., a distance of 54.24 feet; thence N.07°16'20"W., a distance of 112.91 feet; thence N.01°15'21"E., a distance of 63.93 feet; thence N.42°04'14"W., a distance of 25.80 feet; thence N.63°05'32"W., a distance of 98.68 feet; thence N.40°00'26"W., a distance of 217.03 feet; thence N.16°32'10"W., a distance of 60.20 feet; thence N.02°29'25"W., a distance of 58.34 feet; thence N.32°56'59"E., a distance of 54.18 feet; thence N.15°31'10"W., a distance of 20.50 feet; thence N.46°37'47"W., a distance of 88.97 feet; thence N.48°19'56"W., a distance of 34.73 feet; thence N.28°02'45"W., a distance of 44.92 feet; thence N.50°50'37"W., a distance of 84.78 feet; thence S.55°18'43"W., a distance of 21.50 feet; thence S.89°02'29"W., a distance of 50.65 feet; thence N.85°42'35"W., a distance of 117.78 feet; thence N.61°45'29"W., a distance of 17.24 feet; thence N.35°59'32"W., a distance of 30.78 feet; thence N.13°06'35"W., a distance of 76.73 feet; thence N.14°11'30"E., a distance of 50.28 feet; thence N.39°05'52"E., a distance of 60.13 feet; thence N.55°03'51"E., a distance of 50.94 feet; thence N.81°06'15"E., a distance of 76.77 feet; thence S.72°32'52"E., a distance of 55.33 feet; thence S.65°22'46"E., a distance of 45.54 feet; thence S.22°27'56"E., a distance of 71.82 feet; thence S.06°43'46"W., a distance of 65.41 feet; thence S.13°41'56"W., a distance of 34.92 feet; thence S.42°56'27"W., a distance of 37.56 feet; thence S.33°21'24"E., a distance of 34.62 feet; thence S.54°07'19"E., a distance of 51.42 feet; thence S.39°47'31"E., a distance of 83.98 feet; thence S.45°43'39"E., a distance of 94.29 feet; thence N.64°18'32"E., a distance of 28.67 feet; thence N.88°17'45"E., a distance of 50.84 feet; thence S.66°53'47"E., a distance of 38.52 feet; thence S.63°46'03"E., a distance of 70.47 feet;

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thence S.43°03'48"E., a distance of 66.92 feet; thence S.30°53'47"E., a distance of 82.84 feet; thence S.02°40'19"E., a distance of 39.77 feet; thence S.12°51'04"E., a distance of 48.40 feet; thence S.12°41'12"W., a distance of 88.75 feet; thence S.23°01'14"W., a distance of 52.86 feet; thence S.12°50'53"E., a distance of 57.38 feet; thence S.18°32'50"W., a distance of 44.11 feet; thence S.15°13'49"E., a distance of 33.17 feet; thence S.06°27'08"E., a distance of 90.37 feet; thence S.00°55'14"W., a distance of 81.45 feet; thence S.30°48'17"E., a distance of 44.21 feet; thence S.50°11'38"W., a distance of 55.52 feet; thence S.02°48'47"E., a distance of 17.76 feet; thence S.74°03'49"E., a distance of 37.59 feet; thence S.21°03'36"W., a distance of 50.94 feet; thence S.32°01'50"E., a distance of 26.82 feet; thence S.04°20'13"E., a distance of 40.93 feet; thence S.13°02'58"W., a distance of 38.18 feet; thence S.63°37'47"E., a distance of 48.34 feet; thence S.22°47'53"E., a distance of 30.22 feet; thence S.13°01'03"E., a distance of 46.13 feet; thence S.10°01'45"E., a distance of 40.20 feet; thence S.09°23'21"W., a distance of 28.71 feet; thence S.26°06'06"W., a distance of 41.52 feet; thence S.05°22'60"W., a distance of 40.28 feet; thence S.21°10'44"W., a distance of 86.03 feet; thence S.33°56'07"W., a distance of 56.82 feet; thence S.50°10'54"W., a distance of 109.83 feet; thence S.27°06'49"W., a distance of 34.79 feet; thence S.13°58'48"W., a distance of 43.49 feet; thence S.45°24'22"W., a distance of 72.71 feet; thence S.88°56'27"W., a distance of 31.15 feet to the Point of Beginning; containing 5.29 acres, more or less.

DESCRIPTION: D.E.R. Parcel Three

Being a portion of Section 13, Township 27 South, Range 19 East, Hillsborough County, Florida, more particularly described as follows: Commence at the Northeast corner of said Section 13, run thence along the North boundary line of said Section 13, N.89°59'49"W., a distance of 173.65 feet to the Easterly right of way line of County Road No. 581; thence along said Easterly right of way line 205.88 feet along the arc of a curve to the right, said curve having a radius of 1532.40 feet and a chord of 205.73 feet which bears S.37°54'32"W.; thence continue along said right of way line, S.41°45'25"W., a distance of 474.11 feet for a Point of Beginning; thence S.50°06'44"E., a distance of 106.15 feet; thence S.55°14'29"E., a distance of 93.98 feet; thence S.40°10'57"E., a distance of 64.66 feet; thence S.01°15'40"E., a distance of 42.48 feet; thence S.37°48'17"E., a distance of 35.07 feet; thence S.53°09'54"E., a distance of 44.14 feet; thence N.85°31'55"E., a distance of 71.17 feet; thence N.89°56'30"E., a distance of 105.66 feet; thence S.80°30'52"W., a distance of 115.95 feet; thence N.86°32'34"W., a distance of 58.57 feet; thence N.63°13'46"W., a distance of 55.07 feet; thence N.56°31'11"W., a distance of 51.49 feet; thence S.74°16'07"W., a distance of 33.20 feet; thence S.63°08'45"W., a distance of 70.93 feet; thence S.63°32'20"W., a distance of 54.61 feet; thence S.75°34'42"W., a distance of 40.51 feet; thence S.89°47'43"W., a distance of 33.59 feet; thence S.53°13'19"W., a distance of 19.84 feet; thence S.13°54'53"W., a distance of 41.66 feet; thence S.30°46'13"W., a distance of 45.96 feet; thence S.13°19'35"W., a distance of 96.04 feet; thence S.04°38'39"E., a distance of 45.87 feet; thence S.22°13'10"W., a distance of 44.41 feet; thence S.46°38'07"W., a distance of 49.11 feet; thence N.84°44'14"W., a distance of 55.27 feet; thence N.43°21'27"W., a distance of 66.83 feet; thence N.36°09'37"W., a distance of 38.69 feet; thence N.15°18'29"E., a distance of 72.40 feet; thence N.07°37'16"E., a distance of 57.03 feet; thence N.13°47'56"E., a distance of 89.29 feet; thence N.35°04'20"E., a distance of 36.40 feet; thence N.33°46'52"E., a distance of 33.48 feet; thence N.08°47'53"W., a distance of 18.99 feet to the right of way line of said County Road No. 581; thence along said right of way line, N.41°45'25"E., a distance of 310.25 feet to the Point of Beginning; containing 2.87 acres, more or less.

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DESCRIPTION: D.E.R. Parcel Four

Being a portion of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida; more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 18, run thence along the Southerly boundary line of the Southwest 1/4 of said Section 18, N.89°54'43"W., a distance of 83.69 feet for a Point of Beginning; thence N.31°06'09"W., a distance of 129.10 feet; thence N.35°46'03"W., a distance of 30.63 feet; thence N.02°17'11"W., a distance of 42.91 feet; thence N.68°28'52"W., a distance of 34.79 feet; thence N.27°01'28"W., a distance of 51.53 feet; thence N.52°14'14"W., a distance of 27.69 feet; thence N.09°02'59"E., a distance of 33.09 feet; thence N.25°10'12"W., a distance of 25.09 feet; thence N.24°05'18"W., a distance of 86.60 feet; thence N.15°21'12"W., a distance of 48.60 feet; thence N.44°24'15"W., a distance of 64.05 feet; thence N.44°23'15"W., a distance of 47.76 feet; thence N.39°36'52"W., a distance of 56.62 feet; thence N.86°23'15"W., a distance of 32.06 feet; thence N.43°02'01"W., a distance of 69.57 feet; thence N.49°36'13"W., a distance of 87.86 feet; thence N.37°27'49"W., a distance of 78.85 feet; thence N.14°19'33"W., a distance of 17.46 feet; thence N.58°44'28"W., a distance of 48.41 feet; thence N.46°09'25"W., a distance of 110.06 feet; thence N.02°09'36"E., a distance of 38.21 feet; thence N.74°11'59"W., a distance of 58.10 feet; thence N.58°12'10"W., a distance of 72.36 feet; thence N.77°41'33"W., a distance of 40.35 feet; thence N.44°42'08"W., a distance of 41.50 feet; thence N.57°21'05"W., a distance of 48.62 feet; thence N.75°13'11"W., a distance of 61.93 feet; thence N.73°25'58"W., a distance of 72.91 feet; thence N.63°15'27"W., a distance of 66.03 feet; thence N.29°27'44"W., a distance of 43.16 feet; thence N.63°15'39"W., a distance of 45.45 feet; thence N.60°37'01"W., a distance of 65.81 feet; thence N.38°30'19"W., a distance of 56.43 feet; thence N.67°36'17"W., a distance of 42.60 feet; thence N.54°35'02"W., a distance of 43.28 feet; thence N.47°00'45"W., a distance of 41.52 feet; thence N.48°42'11"W., a distance of 62.99 feet; thence N.52°54'47"W., a distance of 66.80 feet; thence N.09°42'14"W., a distance of 43.04 feet; thence N.00°30'02"W., a distance of 74.30 feet; thence N.41°38'30"W., a distance of 46.10 feet; thence N.22°49'08"W., a distance of 42.30 feet; thence N.27°36'17"W., a distance of 69.80 feet; thence N.30°54'40"W., a distance of 37.38 feet; thence N.36°41'06"W., a distance of 46.97 feet; thence N.44°05'41"W., a distance of 35.13 feet; thence N.82°09'09"W., a distance of 45.26 feet; thence N.22°48'38"W., a distance of 56.56 feet; thence N.45°14'51"W., a distance of 75.83 feet; thence N.15°33'23"W., a distance of 103.54 feet; thence N.06°27'20"E., a distance of 172.98 feet; thence N.33°01'06"E., a distance of 137.39 feet; thence N.01°19'16"E., a distance of 50.44 feet; thence N.68°48'33"E., a distance of 62.01 feet; thence N.82°09'45"E., a distance of 94.60 feet; thence N.38°33'15"E., a distance of 69.58 feet; thence N.42°57'51"E., a distance of 57.07 feet; thence N.23°54'53"W., a distance of 44.71 feet; thence N.54°50'33"E., a distance of 53.01 feet; thence N.50°50'30"E., a distance of 177.94 feet; thence

N.58°59'35"E., a distance of 73.24 feet; thence N.85°05'15"E., a distance of 59.91 feet; thence N.36°17'55"E., a distance of 42.61 feet; thence N.70°31'28"E., a distance of 82.63 feet; thence N.61°58'56"E., a distance of 112.34 feet; thence N.39°53'44"E., a distance of 91.46 feet; thence N.35°40'59"E., a distance of 60.58 feet; thence N.45°46'07"E., a distance of 72.84 feet; thence N.76°12'10"E., a distance of 77.87 feet; thence N.74°32'40"E., a distance of 71.90 feet; thence N.77°04'56"E., a distance of 56.36 feet; thence S.23°59'49"W., a distance of 43.36 feet; thence S.56°27'47"E., a distance of 106.00 feet; thence S.87°47'36"E., a distance of 35.84 feet; thence S.87°19'01"E., a distance of 79.89 feet; thence N.55°55'09"E., a distance of 96.54 feet; thence N.82°36'11"E., a distance of 51.19 feet; thence N.76°17'57"E., a distance of 67.30 feet; thence N.52°35'47"E., a distance of 68.42 feet; thence N.50°11'12"E., a distance of 93.13 feet; thence N.49°23'60"E., a distance of 48.30 feet; thence N.25°28'15"E., a distance of 59.44 feet; thence N.21°48'58"E., a distance of 90.16 feet; thence N.37°57'48"E., a distance of 71.30 feet; thence N.46°17'04"E., a distance of 65.61 feet; thence N.33°20'13"E., a distance of 135.50 feet; thence N.13°35'28"E., a distance of 139.88 feet; thence N.00°52'27"W., a distance of 81.93 feet; thence N.21°10'15"E., a distance of 82.15 feet; thence N.50°04'13"E., a distance of 83.90 feet; thence N.51°15'08"E., a distance of 60.30 feet; thence N.30°08'52"E., a distance of 97.96 feet; thence N.08°31'31"E., a distance of 71.96 feet; thence N.33°59'30"E., a distance of 72.03 feet; thence N.48°13'17"E., a distance of 90.39 feet; thence N.21°58'07"E., a distance of 88.08 feet; thence N.19°32'26"E., a distance of 70.51 feet; thence N.20°12'60"E., a distance of 70.36 feet; thence N.60°47'16"E., a distance of 60.36 feet; thence N.41°36'47"E., a distance of 35.16 feet; thence N.22°39'17"E., a distance of 62.29 feet; thence N.40°55'40"E., a distance of 42.05 feet; thence N.10°26'55"E., a distance of 89.17 feet; thence N.25°03'37"E., a distance of 57.22 feet; thence N.39°16'34"E., a distance of 40.21 feet; thence N.37°18'11"E., a distance of 74.73 feet; thence N.25°08'16"E., a distance of 96.57 feet; thence N.31°15'33"E., a distance of 62.20 feet; thence N.46°51'16"E., a distance of 68.17 feet; thence N.60°28'13"E., a distance of 44.33 feet; thence N.42°19'33"E., a distance of 107.29 feet; thence N.34°14'51"E., a distance of 46.09 feet; thence S.83°14'31"E., a distance of 62.63 feet; thence N.83°44'60"E., a distance of 96.54 feet; thence S.70°32'35"E., a distance of 103.51 feet; thence N.85°10'08"E., a distance of 20.19 feet; thence N.51°23'41"E., a distance of 41.32 feet; thence N.28°30'09"E., a distance of 120.70 feet; thence N.20°39'45"E., a distance of 34.24 feet; thence N.13°08'17"E., a distance of 28.34 feet; thence N.38°50'56"W., a distance of 54.88 feet; thence N.26°44'14"W., a distance of 18.15 feet; thence N.27°04'41"W., a distance of 23.28 feet; thence N.12°44'36"W., a distance of 75.16 feet to the North boundary line of said Section 18; thence along said North boundary line, S.89°46'00"E., a distance of 114.93 feet; thence S.35°47'36"E., a distance of 122.65 feet; thence S.02°45'39"W., a distance of 35.78 feet; thence S.09°37'32"E., a distance of 73.87 feet; thence N.42°57'42"E., a distance of

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13.14 feet; thence S.39°53'22"E., a distance of 26.03 feet; thence S.32°20'27"E., a distance of 43.64 feet; thence S.16°42'21"W., a distance of 83.41 feet; thence S.35°06'55"W., a distance of 57.82 feet; thence S.50°45'07"W., a distance of 70.80 feet; thence S.53°01'16"W., a distance of 31.14 feet; thence S.43°22'20"W., a distance of 55.26 feet; thence S.48°17'17"W., a distance of 37.03 feet; thence S.16°52'37"W., a distance of 27.90 feet; thence S.64°59'05"W., a distance of 32.69 feet; thence S.10°32'04"E., a distance of 41.11 feet; thence S.11°18'39"W., a distance of 40.15 feet; thence S.51°32'24"W., a distance of 16.33 feet; thence N.69°46'28"W., a distance of 105.51 feet; thence S.38°54'42"E., a distance of 93.85 feet; thence S.55°21'58"W., a distance of 38.30 feet; thence N.77°57'52"W., a distance of 70.67 feet; thence N.83°26'18"W., a distance of 82.63 feet; thence S.21°25'11"E., a distance of 68.44 feet; thence S.08°12'46"W., a distance of 59.62 feet; thence S.26°49'21"W., a distance of 33.47 feet; thence S.11°59'17"E., a distance of 51.43 feet; thence S.34°23'54"E., a distance of 22.66 feet; thence S.20°22'26"W., a distance of 46.40 feet; thence S.29°22'36"W., a distance of 58.39 feet; thence S.01°35'31"E., a distance of 71.34 feet; thence S.19°29'50"W., a distance of 100.39 feet; thence S.21°40'01"W., a distance of 199.31 feet; thence S.20°46'01"W., a distance of 65.62 feet; thence S.40°21'10"W., a distance of 28.17 feet; thence S.58°40'11"W., a distance of 108.80 feet; thence N.84°11'58"W., a distance of 28.82 feet; thence S.29°46'37"W., a distance of 132.39 feet; thence S.41°01'41"W., a distance of 178.43 feet; thence S.16°39'19"W., a distance of 183.75 feet; thence S.00°56'27"E., a distance of 121.15 feet; thence S.40°09'21"W., a distance of 48.48 feet; thence S.42°26'41"W., a distance of 82.71 feet; thence S.67°35'10"W., a distance of 92.74 feet; thence S.71°21'15"W., a distance of 132.64 feet; thence S.51°32'58"W., a distance of 143.82 feet; thence S.58°57'43"W., a distance of 113.64 feet; thence S.49°44'33"W., a distance of 92.17 feet; thence S.61°44'41"W., a distance of 98.80 feet; thence S.46°25'03"W., a distance of 250.34 feet; thence S.67°43'04"W., a distance of 158.66 feet; thence S.73°20'08"W., a distance of 106.00 feet; thence S.87°15'21"W., a distance of 83.61 feet; thence S.78°04'29"W., a distance of 188.40 feet; thence S.88°46'16"W., a distance of 91.25 feet; thence S.79°53'25"W., a distance of 56.19 feet; thence S.73°18'22"W., a distance of 46.01 feet; thence S.88°10'21"W., a distance of 43.47 feet; thence S.71°34'25"W., a distance of 51.20 feet; thence S.68°58'11"W., a distance of 73.22 feet; thence S.82°24'21"W., a distance of 36.67 feet; thence S.62°20'34"W., a distance of 56.63 feet; thence S.67°54'52"W., a distance of 29.93 feet; thence N.81°50'13"W., a distance of 39.44 feet; thence S.34°07'44"W., a distance of 26.99 feet; thence S.52°51'09"W., a distance of 44.35 feet; thence S.44°59'31"W., a distance of 62.73 feet; thence S.34°29'43"W., a distance of 47.30 feet; thence S.37°48'41"W., a distance of 77.46 feet; thence S.44°05'01"W., a distance of 104.14 feet; thence S.11°03'45"W., a distance of 53.98 feet; thence S.25°33'55"W., a distance of 59.65 feet; thence S.24°11'24"E., a distance of 66.56 feet; thence S.15°04'45"E., a distance of 93.93 feet; thence S.16°16'45"W., a distance of

73.77 feet; thence S.13°35'22"E., a distance of 79.37 feet; thence S.17°15'05"E., a distance of 67.44 feet; thence S.10°46'39"E., a distance of 49.67 feet; thence S.32°15'40"E., a distance of 83.28 feet; thence S.35°28'48"E., a distance of 51.54 feet; thence S.42°34'19"E., a distance of 38.78 feet; thence S.27°08'59"E., a distance of 38.43 feet; thence S.34°26'44"E., a distance of 55.01 feet; thence S.26°46'23"E., a distance of 78.95 feet; thence S.43°57'03"E., a distance of 39.50 feet; thence S.39°50'30"E., a distance of 41.69 feet; thence S.57°07'39"E., a distance of 105.33 feet; thence S.68°02'05"E., a distance of 58.77 feet; thence S.46°14'09"E., a distance of 69.25 feet; thence S.50°20'53"E., a distance of 88.24 feet; thence S.63°31'13"E., a distance of 49.58 feet; thence N.80°02'36"E., a distance of 66.58 feet; thence S.48°43'40"E., a distance of 66.31 feet; thence S.53°25'55"E., a distance of 17.70 feet; thence S.77°46'53"E., a distance of 32.02 feet; thence S.66°42'36"E., a distance of 43.00 feet; thence S.47°52'51"E., a distance of 68.70 feet; thence S.26°30'53"E., a distance of 67.39 feet; thence S.73°54'31"E., a distance of 29.12 feet; thence S.48°14'54"E., a distance of 66.51 feet; thence S.57°27'02"E., a distance of 82.25 feet; thence S.54°12'43"E., a distance of 76.18 feet; thence S.43°58'53"E., a distance of 64.13 feet; thence S.18°44'44"E., a distance of 37.50 feet; thence S.77°36'19"E., a distance of 32.42 feet; thence S.25°02'56"E., a distance of 70.17 feet; thence S.66°34'02"E., a distance of 19.81 feet; thence S.22°01'60"E., a distance of 36.74 feet; thence S.27°30'54"E., a distance of 36.28 feet; thence S.49°48'56"E., a distance of 34.77 feet; thence S.65°38'47"E., a distance of 39.87 feet; thence S.53°45'56"E., a distance of 35.03 feet; thence N.35°16'36"E., a distance of 35.15 feet; thence S.43°29'34"E., a distance of 148.73 feet; thence S.27°44'05"E., a distance of 139.45 feet; thence S.61°22'04"E., a distance of 21.31 feet; thence S.24°22'21"E., a distance of 65.57 feet; thence S.21°11'40"E., a distance of 49.91 feet; thence S.29°21'33"E., a distance of 99.64 feet; thence S.15°40'50"W., a distance of 20.69 feet; thence S.16°23'39"E., a distance of 62.04 feet to the South boundary line of the Southeast 1/4 of said Section 18; thence along said South boundary line line, N.89°54'35"W., a distance of 136.86 feet to the Point of Beginning; containing 46.31 acres, more or less.

Exhibit C  
to the  
Hunter's Green  
Development Order  
Front-Ending Agreement  
Between the City of Tampa &  
Markborough Florida, Inc.

AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1986, by and between MARKBOROUGH FLORIDA, INC., a Florida corporation, hereinafter referred to as "Developer", and THE CITY OF TAMPA, a political subdivision of the State of Florida, hereinafter referred to as "City", the Developer and the City being collectively referred to as the "parties",

WHEREAS, the Developer owns and controls lands located in the City of Tampa, Hillsborough County, Florida, and described in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the "Property" or "Hunter's Green;" and

WHEREAS, Developer intends to develop the Property by constructing streets, roads, stormwater facilities, public areas, clubhouses, recreation, and community facilities and by selling portions of the property in tracts or lots to builders who will then complete development of the property by erecting single family residential, townhouses, multi-family apartment or condominium buildings, commercial improvements or any combination of these; and

WHEREAS, Developer intends to complete parts of building itself; and

WHEREAS, the Master Plan for the development is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the development of the Property will result in an increase in vehicular traffic on County Road 581 adjacent to the Property and will further necessitate the placement of a new road near the northern boundary of the Property and may require other transportation improvements; and

WHEREAS, the development of the Property will result in an increased need for public services such as fire and police protection, public schools, and other governmental offices; and

WHEREAS, the development of the Property will necessitate the construction and placement of water, stormwater drainage facilities and sanitary sewer facilities, both onsite and offsite; and

WHEREAS, the City is desirous of having the necessary improvements constructed according to its engineering standards and made available to the general public when needed at an acceptable level of service; and

WHEREAS, the Developer has applied for certification as a Florida Quality Development pursuant to 380.061 F.S. and, as such, is required to enter into a binding commitment with local government to provide an appropriate fair-share contribution toward the offsite impacts which the development will impose on publicly funded infrastructure to insure that public infrastructure will be operational when needed; and

WHEREAS, the Developer is committed, as a Florida Quality Developer, to design and construct certain amenities in the project including recreational facilities such as bike paths, a golf course, parks, and tennis courts, all of which reduce the need for the City to provide those facilities for the residents of the development; and

WHEREAS, the Developer shall construct and maintain onsite streets, roads, and stormwater drainage systems, and shall construct onsite sanitary sewer and water facilities and thereby reduce the obligation of the City to provide those services;

NOW THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and City hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Definitions -- The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "Development Order" -- The order issued by the Department of Community Affairs pursuant to 380.061 F.S. for Hunter's Green;
  - (b) "East/West Arterial" -- A public roadway, the location of which is to be determined by the City of Tampa as part of its North Tampa Transportation Study, and a portion of which is expected to be located on the Property at or near its northerly boundary;
  - (c) "Fair-share contribution" -- The contribution from the Developer which makes adequate financial provision for the public facilities needed to mitigate the impacts of the full development of the Property; the contribution shall be based upon the pro-rata share of impacts on regionally significant roads and on other facilities attributable to the development as it relates to the total impacts generated from all new development during the period of project buildout; fair-share contribution for roadway improvements shall be calculated pursuant to the Development Order; a roadway adopted by the City as part of the University North network of public roadways is deemed to be regionally significant;
  - (d) "Level of service" -- a qualitative measure of transportation facilities that represents collective factors of speed, travel time, traffic interruption, freedom to

maneuver, safety, driving comfort and convenience, and vehicle operating costs provided by a road under a particular volume condition. Levels of service may vary from "A" to "F". The minimum acceptable level of service is "C" average daily, "D" peak hour by direction;

- (e) "Mitigation of impacts" -- the act of making contributions, by the Developer, in cash, in kind, or in real property which alleviate the impact of vehicular traffic generated by the Developer to help assure a minimum acceptable level of service or which accommodate the increased demand for other government services including water, sanitary sewer, stormwater facilities, police and fire protection and public education;
- (f) "Offsite improvements" -- those improvements to be made on public roads or roads to be made public which are not regarded as onsite; all water and sanitary sewer lines, mains, stormwater management facilities or systems located outside the boundary line of the Property which are necessary to provide service to the Property;
- (g) "Onsite improvements" -- capital improvements and right-of-way dedications for direct access improvements to the development. Direct access improvements include site driveways at entrances to the Property, right and left turn lanes in public highways leading to those driveways, traffic control signals and other measures for those driveways, internal roads, median cuts, deceleration lanes and other improvements in the public right-of-way to facilitate direct access to the development. Onsite improvements also include all public or private water distribution and supply mains, lines and pipes and related facilities, stormwater

drainage facilities, and sewage collection and disposal mains, and lift stations within the boundary of the Property. After conveyance of the East/West Arterial, facilities within the right-of-way shall not be regarded as onsite;

- (h) "Operational when needed" -- the construction of roadway improvements which, will assure that an acceptable level of service will exist on that roadway at the time each stage of the project is completed; the availability of water and sanitary sewer connections and fully functional drainage facilities when buildings are first constructed;
- (i) "Property" -- land described in Exhibit A and any supplements to Exhibit A as may be agreed upon between the parties, initialed and dated;
- (j) "Stage I" -- that portion of the Property to be developed between the commencement of construction and approximately 1989, which shall consist of no more than 879 dwelling units, and other amenities described in the transportation analysis section of Developer's Florida Quality Development Application; and
- (k) "Staging" -- development of the project in increments so that a quantified limit of construction is completed upon a portion of the entire project; stages do not correspond with platting phases and may be quantified by generally acceptable traffic analysis methodology.

3. Stage I Transportation Improvements -- The Developer agrees to advance the initial cost of (i.e., front-end) road improvements identified hereafter in connection with Stage I of

Hunter's Green. The City agrees that these improvements may exceed Developer's fair-share contribution for Stage I. If the value of the improvements exceeds the fair-share contribution as finally determined, any excess may be credited toward future transportation contributions. The roadway improvements for Stage I are recognized by the City as appropriate for credit against the City's Impact Fee Ordinance. The offsite road improvements to be undertaken by the Developer in Stage I are as follows:

- (a) The widening of County Road 581 from two lanes to four lanes commencing near the northerly boundary line of the Property and extending southwardly to the approximate intersection of County Road 581 and Trout Creek at an estimated cost of \$589,356.00. The final location shall be based on design approval. The actual cost to the Developer shall be based upon construction contracts entered into between the Developer and such contractors and subcontractors as are required to complete the improvements. This cost shall be submitted to the City before final execution of the contracts. The design and construction will occur in such a way as to preserve the ability to widen the road further to six lanes. Developer shall further resurface the existing two lanes from the northerly boundary line to the bridge crossing Trout Creek. The segment of County Road 581 to be improved is shown on Exhibit C attached hereto and made a part of this Agreement. These improvements shall be completed prior to the issuance of the first residential Certificate of Occupancy (C.O.); and
- (b) Developer shall construct or cause to be constructed a bridge over Trout Creek parallel to the existing bridge

and capable of carrying two or three lanes of traffic subject to further agreement. Developer shall further widen County Road 581 from two to four lanes from the bridges over Trout Creek to the intersection of County Road 581 and Interstate 75 at an approximate cost of \$612,795.00, exclusive of bridge costs. The improvements described in this paragraph shall commence at the Developer's option but shall be completed not later than the the issuance of the 879th residential dwelling unit Certificate of Occupancy. Developer shall give to the City a bond in of a form acceptable to the City to secure the faithful performance of the commitments contained in this paragraph. The amount of the bond shall be 125 percent of the cost of constructing the improvements described in this paragraph.

(c) The design and construction agreement with respect to the County Road 581 improvements related to Stage I shall be entered into promptly following the issuance of a Development Order for Hunter's Green.

4. East/West Arterial -- As part of its responsibility to mitigate the traffic impacts attributable to the development, the Developer commits to the following:

(a) The Developer agrees to convey in fee simple by metes and bounds description to the City and the City agrees to accept a right-of-way of up to 200 feet in width for that portion of the East/West Arterial which extends into the Property. A possible alignment for the roadway is illustrated in the Master Plan for Hunter's Green. The conveyance shall contain a reservation of

an easement in favor of the Developer to lay, construct and maintain cable television lines above or below ground for the benefit of the Property, provided, however, that Developer will comply with Chapter 52 of the Tampa Code to the extent that its provisions are applicable. Any publicly owned or maintained utility located in or near the East/West Arterial shall be placed within the right-of-way, to the extent practical, and the City shall use its best efforts to assure such location. The conveyancing of the right-of-way and the construction of improvements on it may occur in stages following the completion of Stage I and shall be timed to accommodate the traffic generated by the project. The right-of-way may be conveyed in segments or at one time at the option of the City. The Developer may perform the actual construction of such lanes as may be required upon approval by the City. The parties agree that the right-of-way and the cost of construction shall be valued at the time of conveyance and shall be credited as appropriate toward Developer's fair-share contribution as such contribution is finally determined.

- (b) Prior to the completion of Stage I and prior to the dedication of any portion of the East/West Arterial to public use, a portion of roadway which may become part of the East/West Arterial shall be constructed at the westerly end of the Property by the Developer and shall be held during this period of time as a private road. During the period of private use, Developer shall have full maintenance responsibilities for the segment. This segment and other segments of the East/West Arterial as may be required shall be conveyed and dedicated to the City as the City directs.

(c) The conveyancing and acceptance of Developer's contribution of land for the East/West Arterial is contingent upon the City's adoption of the roadway as part of its road network. If the City has not expressed its written intention to accept the right-of-way prior to the completion of Stage I, then this commitment by the Developer will not be bound to convey the East/West Arterial. After the City has determined the preferred alignment of the East/West Arterial, the Developer may request that a portion of it be re-aligned on its Property. If feasible the City agrees to realign the road provided the Developer bear the cost of mitigation of wetlands as required by permitting agencies. Developer is further granted the right to connect one or more of its private roads as approved by the City to such portion or portions of the East/West Arterial as may abut or extend into the Property.

5. Public Service Sites -- As an additional front-end commitment, the Developer will donate to the City or its designee at a time or times specified by the City two tracts of real property for municipal/public use as follows:

(a) Tract T8 as such tract is designated on the Master Plan of Hunter's Green. Said tract consists of 18.5 acres and it is anticipated that approximately 15 acres may be used as an elementary school site, three acres as a government services site, and the remainder as a preserved natural area. If Tract T8 is unavailable due to a change in the alignment of the East/West Arterial as shown on the Master Plan, Developer shall donate another site of approximately 18.5 acres for the same purpose acceptable to the City and the Hillsborough County School Board.

- (b) Developer shall provide to the City a public safety site of approximately 2.8 acres in a location acceptable to the City.
- (c) The conveyance of these tracts shall be subject to the Declaration of Covenants, Conditions, and Restrictions for Hunter's Green. The City shall use its best efforts to assure that the facilities located on the sites are operational when needed. Developer shall insure that the Covenants, Conditions and Restrictions do not limit or restrict the use of these tracts for the purpose intended.

6. Water --

- (a) The Developer shall construct all onsite water lines. Such construction shall meet or exceed City Standards. The Developer shall place the lines within the internal road network of the project. The Developer shall transfer ownership of the completed lines to the City and the City shall accept maintenance responsibilities thereafter. Appropriate easements shall be given to the City to service the lines. Repairs undertaken by the City within private roads will be done to City standards.
- (b) The City shall extend a water line within the right-of-way of or adjacent to County Road 581 to the Property. This line shall have sufficient capacity to meet the water requirements of Hunter's Green. The Developer shall pay its fair-share contribution for the cost of construction; the contribution shall be based upon the criteria set forth in Chapter 40, Tampa City Code. The City's commitment to provide water service is set forth

in its letter of commitment dated December 2, 1986, a copy of which is attached hereto and incorporated in this agreement as Exhibit D. The City agrees to use its best efforts to have water service available to the Property by August, 1987.

7. Sewer --

- (a) The Developer shall construct all onsite sanitary sewer lines. Such construction shall meet or exceed City standards. The Developer shall place the lines within the internal road network of the project. The Developer shall transfer ownership of the completed lines to the City and the City shall accept maintenance responsibilities thereafter. Appropriate easements shall be given to the City to service the lines. Repairs undertaken by the City within private roads will be done to City standards.
  
- (b) The City shall extend a sanitary line or lines within the right-of-way of County Road 581 to the Property. This line shall be constructed at the expense of the City and the Developer shall not be required to make a fair-share contribution for it. The sanitary sewer service shall be available to the Property by April, 1987. The City's commitment for service is set forth in a letter dated July 1, 1986, a copy of which is attached hereto as Exhibit E. The Developer shall be subject to the terms and conditions of Chapter 32 of the Tampa Code. The City shall reserve service capacity at its wastewater treatment facility to service 50 percent of the projected flow for the development.

(c) The Developer shall cooperate with the City if the City desires to place a sanitary sewer line eastwardly from County Road 581 across the Property. The line may be placed within the right-of-way of the East/West Arterial. If an easement outside of the right-of-way is required, the City may acquire it from the Developer at its fair market value. The Developer shall pay a fair-share contribution based on its anticipated use and shall receive credit for any easement or portion of easement it donates.

8. Timing for Water and Sewage -- Should it appear at any time that either the water line or the sanitary sewer line to be constructed along County Road 581 will not be completed at the times specified in subparagraphs 7(b) and 8(b), the City may permit the Developer to complete construction of those utilities provided that the construction is done in complete compliance with the City's design for those improvements. The City further agrees to credit the cost of such completion against Developer's fair-share contribution for cost of the water line or sanitary sewer line, if appropriate. If the cost of completion exceeds the fair-share contribution, the City will reimburse the Developer for the reasonable cost of such completion, provided, however, the total cost does not exceed the City's original contract cost for the particular improvement.

9. Onsite Streets and Roadways -- Developer shall construct and maintain onsite streets and roadways. These shall remain private roads owned by the Developer or its successors. The Developer shall grant a non-exclusive easement for utility operation and maintenance purposes within the rights-of-way of the onsite streets and roads. The parties will enter into

separate service agreements for the providing of onsite sanitary sewer and water service that reflect the intent of this agreement.

10. Solid Waste -- The parties agree that the disposal of the solid waste generated by the project, exclusive of waste material created by construction activities, will be pursuant to an agreement between the City and Hillsborough County according to a Letter of Commitment dated November 3, 1986, attached hereto and incorporated as Exhibit F.
11. Stormwater -- Developer shall construct and maintain onsite stormwater management systems. The City shall have no maintenance responsibilities for any such systems. Developer will construct its onsite systems so that each phase has a functional stormwater facility prior to the issuance of a Certificate of Occupancy for any building in that phase.
12. Transportation Credits --
  - (a) The credits for the contributions of the Developer shall be comparable to the amount of funds, land, or public facilities that the City would reasonably expect to expend or provide, based on projected costs of comparable projects and not to exceed actual costs. If Developer's commitments for Stage I exceed its fair-share for that stage, any excess shall be credited to the next stage of the project.
  - (b) In no event shall credits for one component of infrastructure be applied to contributions for a different component. As an example, no transportation credits may be applied to contribution for water.

13. General Conditions --

- (a) In the event that performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood excluding artificially induced flooding caused by improper maintenance of Developer's storm-water management system, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of power transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, act or action of any government or public or governmental authority or commission or board or agency or official officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance. Upon such prevention or interruption, no further certificates of occupancy will be issued until the cause of the prevention or interruption is removed.
- (b) This Agreement shall be binding upon and shall inure to the benefit of the Developer and the City and their respective assigns and successors, by merger, consolidation, annexation, or otherwise.

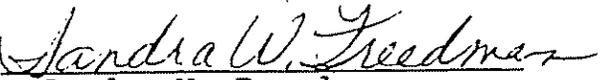
- (d) No agreement shall be effective to add to, change, modify, waive, or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto or their successors or assigns.
- (e) The promises and covenants of this Agreement are contingent upon the Developer's obtaining certification from the Florida Department of Community Affairs as a Florida Quality Development.

MARKBOROUGH FLORIDA, INC.

By:   
Thomas Brown  
Its President

Attest:   
Its Vice President  
Thomas Wm. McGrew

CITY OF TAMPA

By:   
Sandra W. Freedman  
Mayor

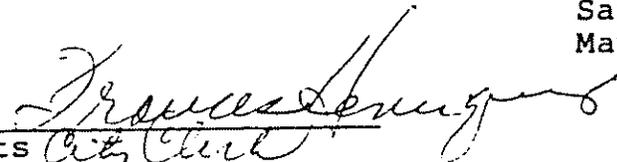
Attest:   
Its City Clerk

EXHIBIT A

## Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of State Road 581, in Township 27 South, Range 19 East, Hillsborough County, Florida.

## Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:  
That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of State Road No. 581; thence N41°46'14"E, along the said Southeasterly right-of-way line of State Road No. 581, a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

## and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:  
That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of State Road No. 581; thence S41°46'14"W, along the said Southeasterly right-of-way line of State Road No. 581 a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

and Less:

Parcel No. 11:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of State Road No. 501 being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2106.22 feet to the Southeasterly right of way boundary of said State Road No. 501; thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 806.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

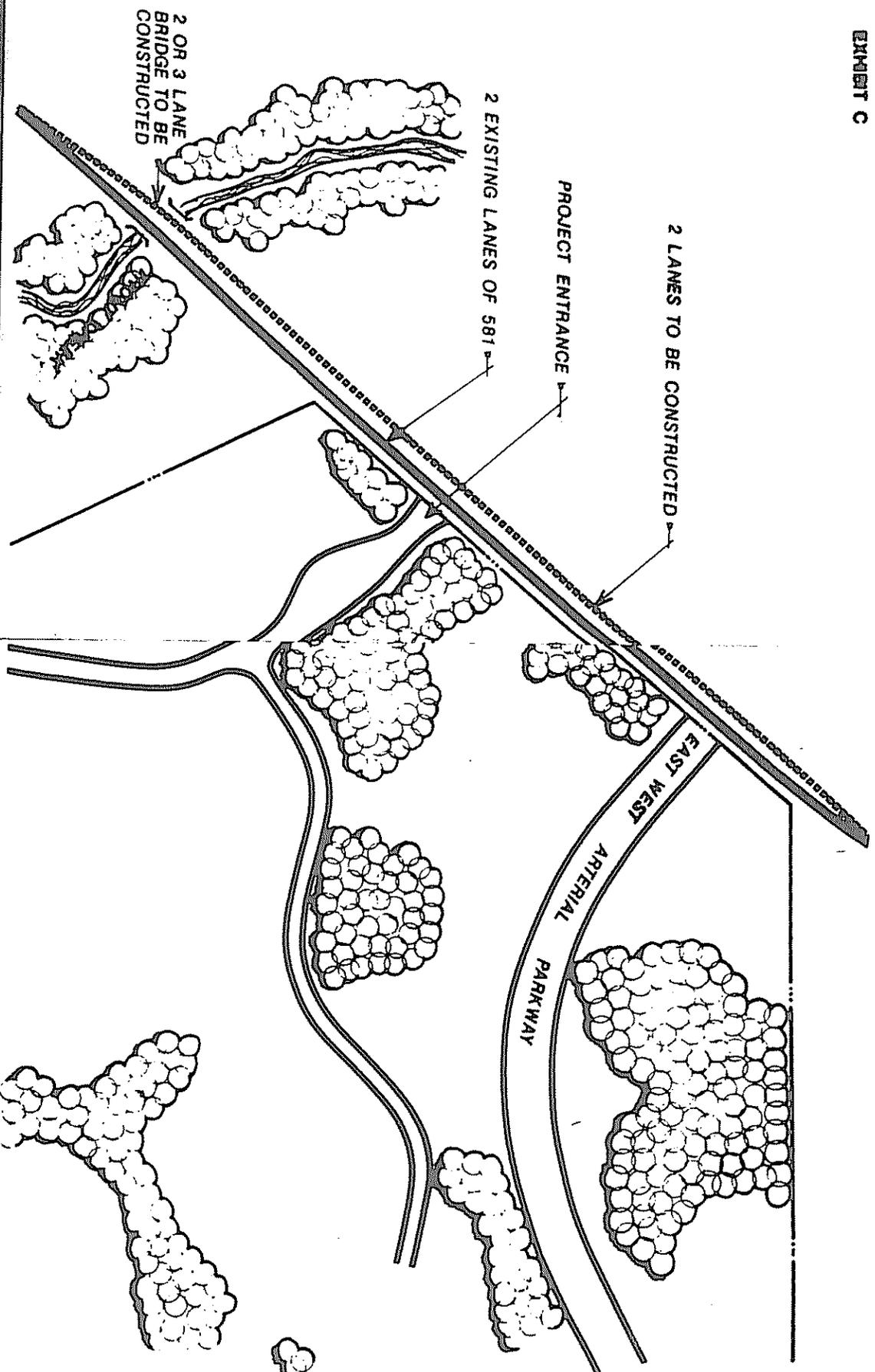
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EXHIBIT C

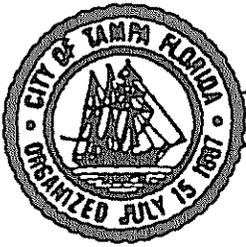


HUNTERS GREEN

MARKEDROUGH  
FLORIDA INC.



581 ROAD IMPROVEMENTS



# CITY OF TAMPA

Sandra W. Freedman, Mayor

WATER DEPARTMENT

Engineering Division

December 2, 1986

Markborough Florida, Inc.  
c/o Gary J. Volenec, P.E.  
Florida Land Design & Engineering, Inc.  
2007 Pan Am Circle, Suite 200  
Tampa, Florida 33607

Re: Proposed Hunter's Green  
Bruce B. Downs Boulevard  
Application No. 85-09-090

Dear Sirs:

Your application for water service has been reviewed by the Tampa Water Department based on the information provided. We have determined, in accordance with Sec. 40-52(c) of the City of Tampa Code, that connection fees alone are not adequate to make the above referenced project financially feasible. To make water service feasible, the applicant must contribute funds to aid in construction of off-site water facilities.

This commitment is contingent upon the following conditions:

1. Payment of \$543,578.00 aid in construction, which is the cost of an equivalent 20-inch water main from the Morris Bridge Water Treatment Plant to the north end of your property to meet your projected requirements, is required.
2. This commitment only addresses the transmission main which is necessary to service the demands for your entire property. The installation of this transmission main will be along your property fronting Bruce B. Downs Boulevard. Additional separate commitments will be required for the individual phases of your project and will be addressed individually after submittal of all necessary information.
3. This commitment will expire on January 15, 1987 if the above-mentioned aid in construction has not been paid.
4. A 25-foot wide water utility easement may be required for installation of water mains along your entire property fronting Bruce B. Downs Boulevard. If the Water Department determines that the easement is needed, you must provide a legal description of the easement shown on a boundary survey.

Markborough Florida, Inc.

- 2 -

December 2, 1986

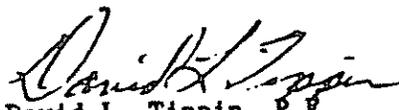
5. All restoration (driveway, sod, etc.) along the property along Bruce B. Downs Boulevard will be the responsibility of the owner/developer.
6. The United States Geological Survey, the Southwest Florida Water Management District and the Tampa Water Department must be granted ingress/egress to all existing and future monitoring wells as necessary for determining water levels.
7. Design and permitting services for the water main crossing of Trout Creek will be provided by your engineering firm.

For estimated future requirements in this area, the Tampa Water Department requires that a larger diameter water main and appurtenances be constructed from the treatment plant to the end of your property. Since the upsizing will be done at our request, this difference in cost will be absorbed by our Department.

If you have any questions regarding this commitment, please contact our Chief Engineer, Roger Zwygart, at 223-8676.

Yours very truly,

TAMPA WATER DEPARTMENT

  
David L. Tippin, P.E.  
Director

DLT/rs



# CITY OF TAMPA

Bob Martinez, Mayor

Department of Sanitary Sewers

Jack P. Morriss, P.E.  
Director

July 1, 1986

Gary J. Volenec, P.E.  
Florida Land Design Engineering Company  
2007 Pan Am Circle, Suite 200  
Tampa, FL. 33607

RE: Markborough/Hunter's Green FGD

Dear Gary:

This letter responds to your June 23, 1986 request for supplementary information on the above referenced project. The information you requested follows:

1. The City of Tampa has reserved .63 MGD of its remaining uncommitted capacity to the project, approximately one half of the flow requested.
2. The only off-site facility needed to serve this project is a force main in SR 581, from Tampa Palms to Trout Creek. Bids for this project will be opened on July 2, 1986 and construction is anticipated to be completed by the first quarter of 1987.
3. The developer will be required to construct all on site facilities in accordance with City of Tampa, Department of Sanitary Sewers standards. The Department of Sanitary Sewers will own and maintain all facilities in platted right-of-ways or property deeded to the City for pumping stations.
4. Service to the uncommitted portion of the development will be provided from available capacity at the time additional flow is necessary. The City of Tampa, Department of Sanitary Sewers, is operating under an approved 201 facilities plan which calls for an ultimate design capacity of 96 MGD. Detailed planning and design of this expansion is anticipated to start in the near future. Actual construction should begin approximately two years later and the full 96 MGD capacity should be available by the mid 1990's.
5. The extension of the force main in SR 581 is being funded

6th Floor City Hall Plaza • Tampa, Florida 33602

Mr. Gary J. Volanec  
Page 2  
July 1, 1986

entirely by the Department of Sanitary Sewers. The annexation agreement did not require the developer to participate in this or any other, off-site improvement.

6. The commitment for service includes reserved capacity at Hookers Point, as well as all transmission facilities between the project and the treatment plant.
7. The Department of Sanitary Sewers is currently evaluating the feasibility of treating effluent from the Hookers Point Advanced Wastewater Treatment Plant to raw water standards for potential reuse as a supplement to the raw water supply.

I trust that the above adequately responds to the questions raised in your letter. If you need further information please do not hesitate to call.

Very truly yours,

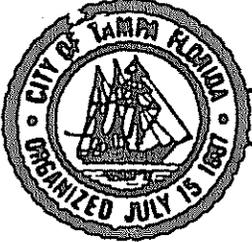
DEPARTMENT OF SANITARY SEWERS



William M. Schafer  
Head of Planning

xc: Jack Morriss  
Ralph Metcalf  
Andy Cronberg

D2/L11



# CITY OF TAMPA

Sandra W. Freedman, Mayor

SANITATION DEPARTMENT

Otis R. Anthony  
Director

November 3, 1986

Ms. Denise McCabe  
Project Planner  
Florida Land Design & Engineering, Inc.  
2007 Pan Am Circle, Suite 200  
Tampa, FL 33607

Dear Ms. McCabe:

Reference is made to your letter of September 23, 1986, concerning the collection and disposal of solid waste generated by the proposed Markborough project.

In accordance with the agreement between the City of Tampa and Hillsborough County as it pertains to the collection and disposal of solid waste within the annexed area, the collection will be accomplished through franchises/contracts and the solid waste generated will be disposed of at the county landfill and/or incinerated (when completed).

If there are any questions, please contact Ann Finn or Ray Dickens, Sanitation Department, (813) 877-6031.

Sincerely,

Otis R. Anthony  
Director

ORA/RD/lm

Exhibit C  
to the  
Hunter's Green  
Development Order  
Front-Ending Agreement  
Between the City of Tampa &  
Markborough Florida, Inc.

217-1-3

AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1986, by and between MARKBOROUGH FLORIDA, INC., a Florida corporation, hereinafter referred to as "Developer", and THE CITY OF TAMPA, a political subdivision of the State of Florida, hereinafter referred to as "City", the Developer and the City being collectively referred to as the "parties",

WHEREAS, the Developer owns and controls lands located in the City of Tampa, Hillsborough County, Florida, and described in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the "Property" or "Hunter's Green;" and

WHEREAS, Developer intends to develop the Property by constructing streets, roads, stormwater facilities, public areas, clubhouses, recreation, and community facilities and by selling portions of the property in tracts or lots to builders who will then complete development of the property by erecting single family residential, townhouses, multi-family apartment or condominium buildings, commercial improvements or any combination of these; and

WHEREAS, Developer intends to complete parts of building itself; and

WHEREAS, the Master Plan for the development is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the development of the Property will result in an increase in vehicular traffic on County Road 581 adjacent to the Property and will further necessitate the placement of a new road near the northern boundary of the Property and may require other transportation improvements; and

WHEREAS, the development of the Property will result in an increased need for public services such as fire and police protection, public schools, and other governmental offices; and

WHEREAS, the development of the Property will necessitate the construction and placement of water, stormwater drainage facilities and sanitary sewer facilities, both onsite and offsite; and

WHEREAS, the City is desirous of having the necessary improvements constructed according to its engineering standards and made available to the general public when needed at an acceptable level of service; and

WHEREAS, the Developer has applied for certification as a Florida Quality Development pursuant to 380.061 F.S. and, as such, is required to enter into a binding commitment with local government to provide an appropriate fair-share contribution toward the offsite impacts which the development will impose on publicly funded infrastructure to insure that public infrastructure will be operational when needed; and

WHEREAS, the Developer is committed, as a Florida Quality Developer, to design and construct certain amenities in the project including recreational facilities such as bike paths, a golf course, parks, and tennis courts, all of which reduce the need for the City to provide those facilities for the residents of the development; and

WHEREAS, the Developer shall construct and maintain onsite streets, roads, and stormwater drainage systems, and shall construct onsite sanitary sewer and water facilities and thereby reduce the obligation of the City to provide those services;

NOW THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and City hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Definitions -- The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "Development Order" -- The order issued by the Department of Community Affairs pursuant to 380.061 F.S. for Hunter's Green;
  - (b) "East/West Arterial" -- A public roadway, the location of which is to be determined by the City of Tampa as part of its North Tampa Transportation Study, and a portion of which is expected to be located on the Property at or near its northerly boundary;
  - (c) "Fair-share contribution" -- The contribution from the Developer which makes adequate financial provision for the public facilities needed to mitigate the impacts of the full development of the Property; the contribution shall be based upon the pro-rata share of impacts on regionally significant roads and on other facilities attributable to the development as it relates to the total impacts generated from all new development during the period of project buildout; fair-share contribution for roadway improvements shall be calculated pursuant to the Development Order; a roadway adopted by the City as part of the University North network of public roadways is deemed to be regionally significant;
  - (d) "Level of service" -- a qualitative measure of transportation facilities that represents collective factors of speed, travel time, traffic interruption, freedom to

maneuver, safety, driving comfort and convenience, and vehicle operating costs provided by a road under a particular volume condition. Levels of service may vary from "A" to "F". The minimum acceptable level of service is "C" average daily, "D" peak hour by direction;

- (e) "Mitigation of impacts" -- the act of making contributions, by the Developer, in cash, in kind, or in real property which alleviate the impact of vehicular traffic generated by the Developer to help assure a minimum acceptable level of service or which accommodate the increased demand for other government services including water, sanitary sewer, stormwater facilities, police and fire protection and public education;
- (f) "Offsite improvements" -- those improvements to be made on public roads or roads to be made public which are not regarded as onsite; all water and sanitary sewer lines, mains, stormwater management facilities or systems located outside the boundary line of the Property which are necessary to provide service to the Property;
- (g) "Onsite improvements" -- capital improvements and right-of-way dedications for direct access improvements to the development. Direct access improvements include site driveways at entrances to the Property, right and left turn lanes in public highways leading to those driveways, traffic control signals and other measures for those driveways, internal roads, median cuts, deceleration lanes and other improvements in the public right-of-way to facilitate direct access to the development. Onsite improvements also include all public or private water distribution and supply mains, lines and pipes and related facilities, stormwater

drainage facilities, and sewage collection and disposal mains, and lift stations within the boundary of the Property. After conveyance of the East/West Arterial, facilities within the right-of-way shall not be regarded as onsite;

- (h) "Operational when needed" -- the construction of roadway improvements which, will assure that an acceptable level of service will exist on that roadway at the time each stage of the project is completed; the availability of water and sanitary sewer connections and fully functional drainage facilities when buildings are first constructed;
  - (i) "Property" -- land described in Exhibit A and any supplements to Exhibit A as may be agreed upon between the parties, initialed and dated;
  - (j) "Stage I" -- that portion of the Property to be developed between the commencement of construction and approximately 1989, which shall consist of no more than 879 dwelling units, and other amenities described in the transportation analysis section of Developer's Florida Quality Development Application; and
  - (k) "Staging" -- development of the project in increments so that a quantified limit of construction is completed upon a portion of the entire project; stages do not correspond with platting phases and may be quantified by generally acceptable traffic analysis methodology.
3. Stage I Transportation Improvements -- The Developer agrees to advance the initial cost of (i.e., front-end) road improvements identified hereafter in connection with Stage I of

Hunter's Green. The City agrees that these improvements may exceed Developer's fair-share contribution for Stage I. If the value of the improvements exceeds the fair-share contribution as finally determined, any excess may be credited toward future transportation contributions. The roadway improvements for Stage I are recognized by the City as appropriate for credit against the City's Impact Fee Ordinance. The offsite road improvements to be undertaken by the Developer in Stage I are as follows:

- (a) The widening of County Road 581 from two lanes to four lanes commencing near the northerly boundary line of the Property and extending southwardly to the approximate intersection of County Road 581 and Trout Creek at an estimated cost of \$589,356.00. The final location shall be based on design approval. The actual cost to the Developer shall be based upon construction contracts entered into between the Developer and such contractors and subcontractors as are required to complete the improvements. This cost shall be submitted to the City before final execution of the contracts. The design and construction will occur in such a way as to preserve the ability to widen the road further to six lanes. Developer shall further resurface the existing two lanes from the northerly boundary line to the bridge crossing Trout Creek. The segment of County Road 581 to be improved is shown on Exhibit C attached hereto and made a part of this Agreement. These improvements shall be completed prior to the issuance of the first residential Certificate of Occupancy (C.O.); and
- (b) Developer shall construct or cause to be constructed a bridge over Trout Creek parallel to the existing bridge

and capable of carrying two or three lanes of traffic subject to further agreement. Developer shall further widen County Road 581 from two to four lanes from the bridges over Trout Creek to the intersection of County Road 581 and Interstate 75 at an approximate cost of \$612,795.00, exclusive of bridge costs. The improvements described in this paragraph shall commence at the Developer's option but shall be completed not later than the the issuance of the 879th residential dwelling unit Certificate of Occupancy. Developer shall give to the City a bond in of a form acceptable to the City to secure the faithful performance of the commitments contained in this paragraph. The amount of the bond shall be 125 percent of the cost of constructing the improvements described in this paragraph.

(c) The design and construction agreement with respect to the County Road 581 improvements related to Stage I shall be entered into promptly following the issuance of a Development Order for Hunter's Green.

4. East/West Arterial -- As part of its responsibility to mitigate the traffic impacts attributable to the development, the Developer commits to the following:

(a) The Developer agrees to convey in fee simple by metes and bounds description to the City and the City agrees to accept a right-of-way of up to 200 feet in width for that portion of the East/West Arterial which extends into the Property. A possible alignment for the roadway is illustrated in the Master Plan for Hunter's Green. The conveyance shall contain a reservation of

an easement in favor of the Developer to lay, construct and maintain cable television lines above or below ground for the benefit of the Property, provided, however, that Developer will comply with Chapter 52 of the Tampa Code to the extent that its provisions are applicable. Any publicly owned or maintained utility located in or near the East/West Arterial shall be placed within the right-of-way, to the extent practical, and the City shall use its best efforts to assure such location. The conveyancing of the right-of-way and the construction of improvements on it may occur in stages following the completion of Stage I and shall be timed to accommodate the traffic generated by the project. The right-of-way may be conveyed in segments or at one time at the option of the City. The Developer may perform the actual construction of such lanes as may be required upon approval by the City. The parties agree that the right-of-way and the cost of construction shall be valued at the time of conveyance and shall be credited as appropriate toward Developer's fair-share contribution as such contribution is finally determined.

- (b) Prior to the completion of Stage I and prior to the dedication of any portion of the East/West Arterial to public use, a portion of roadway which may become part of the East/West Arterial shall be constructed at the westerly end of the Property by the Developer and shall be held during this period of time as a private road. During the period of private use, Developer shall have full maintenance responsibilities for the segment. This segment and other segments of the East/West Arterial as may be required shall be conveyed and dedicated to the City as the City directs.

- (c) The conveyancing and acceptance of Developer's contribution of land for the East/West Arterial is contingent upon the City's adoption of the roadway as part of its road network. If the City has not expressed its written intention to accept the right-of-way prior to the completion of Stage I, then this commitment by the Developer will not be bound to convey the East/West Arterial. After the City has determined the preferred alignment of the East/West Arterial, the Developer may request that a portion of it be re-aligned on its Property. If feasible the City agrees to realign the road provided the Developer bear the cost of mitigation of wetlands as required by permitting agencies. Developer is further granted the right to connect one or more of its private roads as approved by the City to such portion or portions of the East/West Arterial as may abut or extend into the Property.
5. Public Service Sites -- As an additional front-end commitment, the Developer will donate to the City or its designee at a time or times specified by the City two tracts of real property for municipal/public use as follows:
- (a) Tract T8 as such tract is designated on the Master Plan of Hunter's Green. Said tract consists of 18.5 acres and it is anticipated that approximately 15 acres may be used as an elementary school site, three acres as a government services site, and the remainder as a preserved natural area. If Tract T8 is unavailable due to a change in the alignment of the East/West Arterial as shown on the Master Plan, Developer shall donate another site of approximately 18.5 acres for the same purpose acceptable to the City and the Hillsborough County School Board.

- (b) Developer shall provide to the City a public safety site of approximately 2.8 acres in a location acceptable to the City.
- (c) The conveyance of these tracts shall be subject to the Declaration of Covenants, Conditions, and Restrictions for Hunter's Green. The City shall use its best efforts to assure that the facilities located on the sites are operational when needed. Developer shall insure that the Covenants, Conditions and Restrictions do not limit or restrict the use of these tracts for the purpose intended.

6. Water --

- (a) The Developer shall construct all onsite water lines. Such construction shall meet or exceed City Standards. The Developer shall place the lines within the internal road network of the project. The Developer shall transfer ownership of the completed lines to the City and the City shall accept maintenance responsibilities thereafter. Appropriate easements shall be given to the City to service the lines. Repairs undertaken by the City within private roads will be done to City standards.
- (b) The City shall extend a water line within the right-of-way of or adjacent to County Road 581 to the Property. This line shall have sufficient capacity to meet the water requirements of Hunter's Green. The Developer shall pay its fair-share contribution for the cost of construction; the contribution shall be based upon the criteria set forth in Chapter 40, Tampa City Code. The City's commitment to provide water service is set forth

in its letter of commitment dated December 2, 1986, a copy of which is attached hereto and incorporated in this agreement as Exhibit D. The City agrees to use its best efforts to have water service available to the Property by August, 1987.

7. Sewer --

- (a) The Developer shall construct all onsite sanitary sewer lines. Such construction shall meet or exceed City standards. The Developer shall place the lines within the internal road network of the project. The Developer shall transfer ownership of the completed lines to the City and the City shall accept maintenance responsibilities thereafter. Appropriate easements shall be given to the City to service the lines. Repairs undertaken by the City within private roads will be done to City standards.
  
- (b) The City shall extend a sanitary line or lines within the right-of-way of County Road 581 to the Property. This line shall be constructed at the expense of the City and the Developer shall not be required to make a fair-share contribution for it. The sanitary sewer service shall be available to the Property by April, 1987. The City's commitment for service is set forth in a letter dated July 1, 1986, a copy of which is attached hereto as Exhibit E. The Developer shall be subject to the terms and conditions of Chapter 32 of the Tampa Code. The City shall reserve service capacity at its wastewater treatment facility to service 50 percent of the projected flow for the development.

(c) The Developer shall cooperate with the City if the City desires to place a sanitary sewer line eastwardly from County Road 581 across the Property. The line may be placed within the right-of-way of the East/West Arterial. If an easement outside of the right-of-way is required, the City may acquire it from the Developer at its fair market value. The Developer shall pay a fair-share contribution based on its anticipated use and shall receive credit for any easement or portion of easement it donates.

8. Timing for Water and Sewage -- Should it appear at any time that either the water line or the sanitary sewer line to be constructed along County Road 581 will not be completed at the times specified in subparagraphs 7(b) and 8(b), the City may permit the Developer to complete construction of those utilities provided that the construction is done in complete compliance with the City's design for those improvements. The City further agrees to credit the cost of such completion against Developer's fair-share contribution for cost of the water line or sanitary sewer line, if appropriate. If the cost of completion exceeds the fair-share contribution, the City will reimburse the Developer for the reasonable cost of such completion, provided, however, the total cost does not exceed the City's original contract cost for the particular improvement.

9. Onsite Streets and Roadways -- Developer shall construct and maintain onsite streets and roadways. These shall remain private roads owned by the Developer or its successors. The Developer shall grant a non-exclusive easement for utility operation and maintenance purposes within the rights-of-way of the onsite streets and roads. The parties will enter into

separate service agreements for the providing of onsite sanitary sewer and water service that reflect the intent of this agreement.

10. Solid Waste -- The parties agree that the disposal of the solid waste generated by the project, exclusive of waste material created by construction activities, will be pursuant to an agreement between the City and Hillsborough County according to a Letter of Commitment dated November 3, 1986, attached hereto and incorporated as Exhibit F.
11. Stormwater -- Developer shall construct and maintain onsite stormwater management systems. The City shall have no maintenance responsibilities for any such systems. Developer will construct its onsite systems so that each phase has a functional stormwater facility prior to the issuance of a Certificate of Occupancy for any building in that phase.
12. Transportation Credits --
  - (a) The credits for the contributions of the Developer shall be comparable to the amount of funds, land, or public facilities that the City would reasonably expect to expend or provide, based on projected costs of comparable projects and not to exceed actual costs. If Developer's commitments for Stage I exceed its fair-share for that stage, any excess shall be credited to the next stage of the project.
  - (b) In no event shall credits for one component of infrastructure be applied to contributions for a different component. As an example, no transportation credits may be applied to contribution for water.

13. General Conditions --

- (a) In the event that performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood excluding artificially induced flooding caused by improper maintenance of Developer's storm-water management system, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of power transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, act or action of any government or public or governmental authority or commission or board or agency or official officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance. Upon such prevention or interruption, no further certificates of occupancy will be issued until the cause of the prevention or interruption is removed.
- (b) This Agreement shall be binding upon and shall inure to the benefit of the Developer and the City and their respective assigns and successors, by merger, consolidation, annexation, or otherwise.

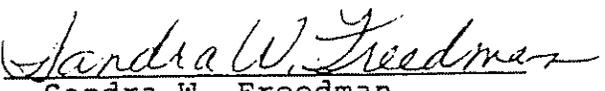
- (d) No agreement shall be effective to add to, change, modify, waive, or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto or their successors or assigns.
- (e) The promises and covenants of this Agreement are contingent upon the Developer's obtaining certification from the Florida Department of Community Affairs as a Florida Quality Development.

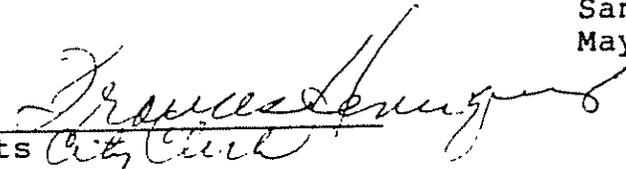
MARKBOROUGH FLORIDA, INC.

By:   
Thomas Brown  
Its President

Attest:   
Its Vice President  
Thomas Wm. McGrew

CITY OF TAMPA

By:   
Sandra W. Freedman  
Mayor

Attest:   
Its City Clerk

## Description Parcel 1:

1-A) All that portion of Section 13 and all that portion of the North 1/2 of Section 23 and 24, lying southeasterly of State Road 581, in Township 27 South, Range 19 East, Hillsborough County, Florida.

## Less:

SWF Parcel No. 13-300-102.5 - Tract No. 1:  
That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 679.56 feet to the Point of Beginning; thence N00°10'27"W, a distance of 1315.60 feet; thence N27°20'08"E, a distance of 1484.85 feet, to the North boundary of said Section 24; thence continue N27°20'08"E, a distance of 1163.82 feet; thence N07°52'03"W, a distance of 806.39 feet to the Southeasterly right-of-way line of State Road No. 581; thence N41°46'14"E, along the said Southeasterly right-of-way line of State Road No. 581, a distance of 850 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence N89°27'50"W, along the said South boundary of the North 1/2 of Section 24, a distance of 1020 feet, more or less, to the Point of Beginning.

## and Less:

SWF Parcel No. 13-300-102.5 - Tract No. 2:  
That part of Section 13 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southwest corner of the said North 1/2 of Section 24; thence S89°27'50"E, along the South boundary of the said North 1/2 of Section 24, a distance of 2136.24 feet to the Point of Beginning; thence N01°18'53"E, a distance of 1816.98 feet; thence N48°54'55"E, a distance of 1257.20 feet, to the North boundary of said Section 24; thence continue N48°54'55"E, a distance of 736.68 feet; thence N00°50'00"E, a distance of 1375.18 feet; thence N25°35'16"W, a distance of 1535.85 feet, to the Southeasterly right-of-way line of State Road No. 581; thence S41°46'14"W, along the said Southeasterly right-of-way line of State Road No. 581 a distance of 1035 feet, more or less, to the centerline of Trout Creek; thence Southerly along the centerline of Trout Creek to the said South boundary of the North 1/2 of Section 24; thence S89°27'50"E, along the said South boundary of the North 1/2 of Section 24, a distance of 437 feet, more or less, to the Point of Beginning.

and Less:

Parcel No. 11:

A parcel of land lying in Southwest 1/4 of Section 13, and North 1/2 of Section 23 and the North 1/2 of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida and lying Southeast of State Road No. 501 being more particularly described as follows: Begin at the Southeast corner of the North 1/2 of said Section 23; thence N89°31'13"W, along the South boundary of said North 1/2 of Section 23, a distance of 2186.22 feet to the Southeasterly right of way boundary of said State Road No. 501; thence N41°45'28"E, along said Southeasterly right of way boundary, 5955.96 feet; thence S07°52'55"E, 806.16 feet; thence S27°19'16"W, 2648.67 feet; thence S00°11'19"E, 1315.60 feet to the Southerly boundary of said North 1/2 of Section 24; thence N89°28'42"W, along said Southerly boundary, 679.56 feet to the Point of Beginning.

1-B) The West 5/8 of Section 16 lying North of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

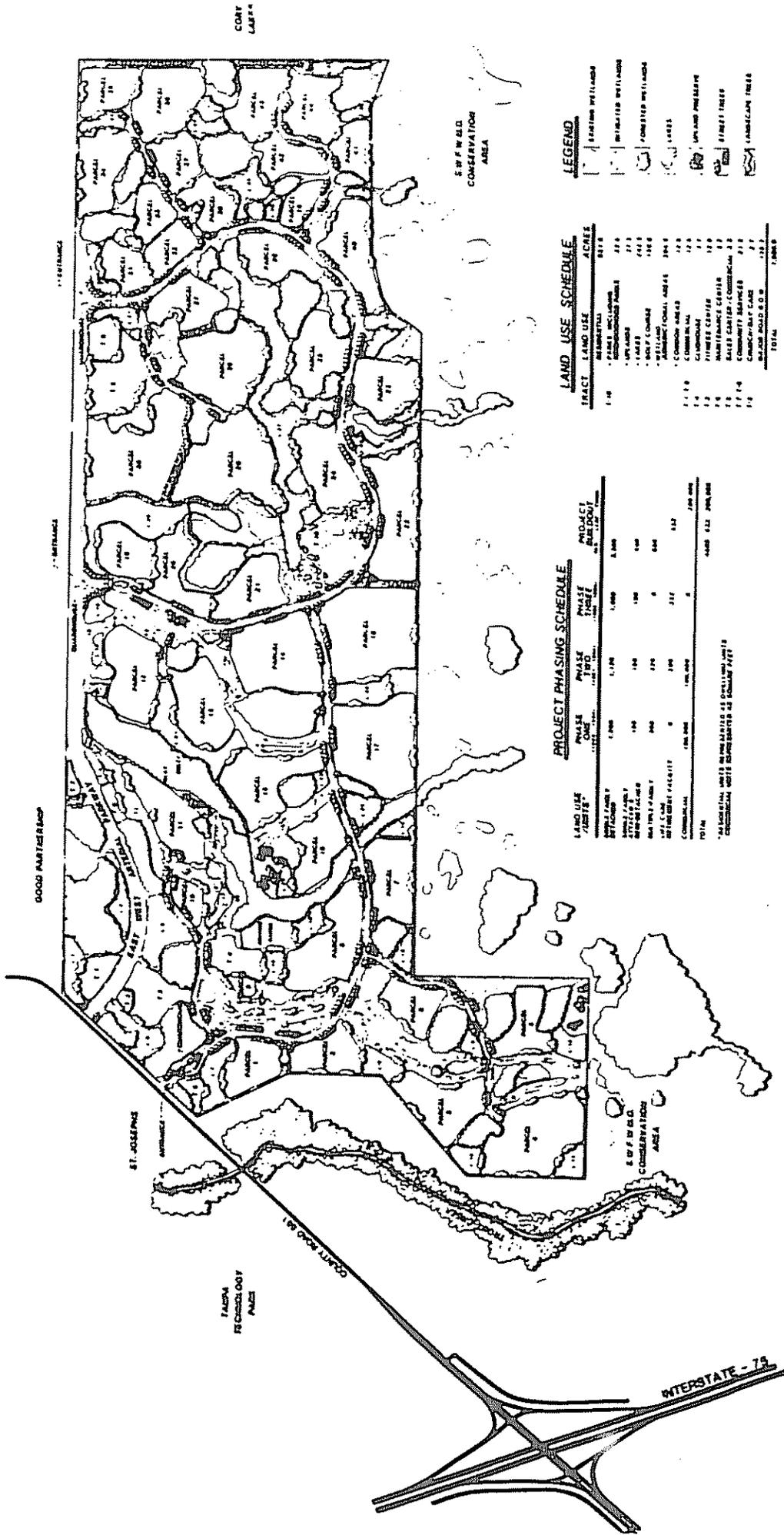
1-C) All of Section 17, less that part of the Southeast 1/4 thereof lying south of C.C.C. Road, Township 27 South, Range 20 East, Hillsborough County, Florida.

1-D) All of Section 18, Township 27 South, Range 20 East, Hillsborough County, Florida.

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**LAND USE SCHEDULE**

TRACT	LAND USE	ACRES
1-10	RESIDENTIAL	817.8
	OFFICE BUILDINGS	27.3
	UNIMPROVED WETLANDS	742.5
	IMPROVED WETLANDS	186.8
	CONSERVED WETLANDS	394.9
	UTILITIES	12.8
	UPLAND PRESERVE	12.8
	STREET TREES	12.8
	LANDSCAPE TREES	12.8
	GRASSY BOLD E.O.B.	12.8
	TOTAL	2000.0

**PROJECT PHASING SCHEDULE**

LAND USE ZONE*	PHASE ONE	PHASE TWO	PHASE THREE	PRODUCT BUDGET
RESIDENTIAL	1,000	1,000	1,000	\$ 200,000
OFFICE BUILDINGS	100	100	100	\$ 20,000
UNIMPROVED WETLANDS	100	100	100	\$ 20,000
IMPROVED WETLANDS	100	100	100	\$ 20,000
CONSERVED WETLANDS	100	100	100	\$ 20,000
UTILITIES	100	100	100	\$ 20,000
UPLAND PRESERVE	100	100	100	\$ 20,000
STREET TREES	100	100	100	\$ 20,000
LANDSCAPE TREES	100	100	100	\$ 20,000
GRASSY BOLD E.O.B.	100	100	100	\$ 20,000
TOTAL	1,800	1,800	1,800	\$ 360,000

**HUNTERSCREEN**

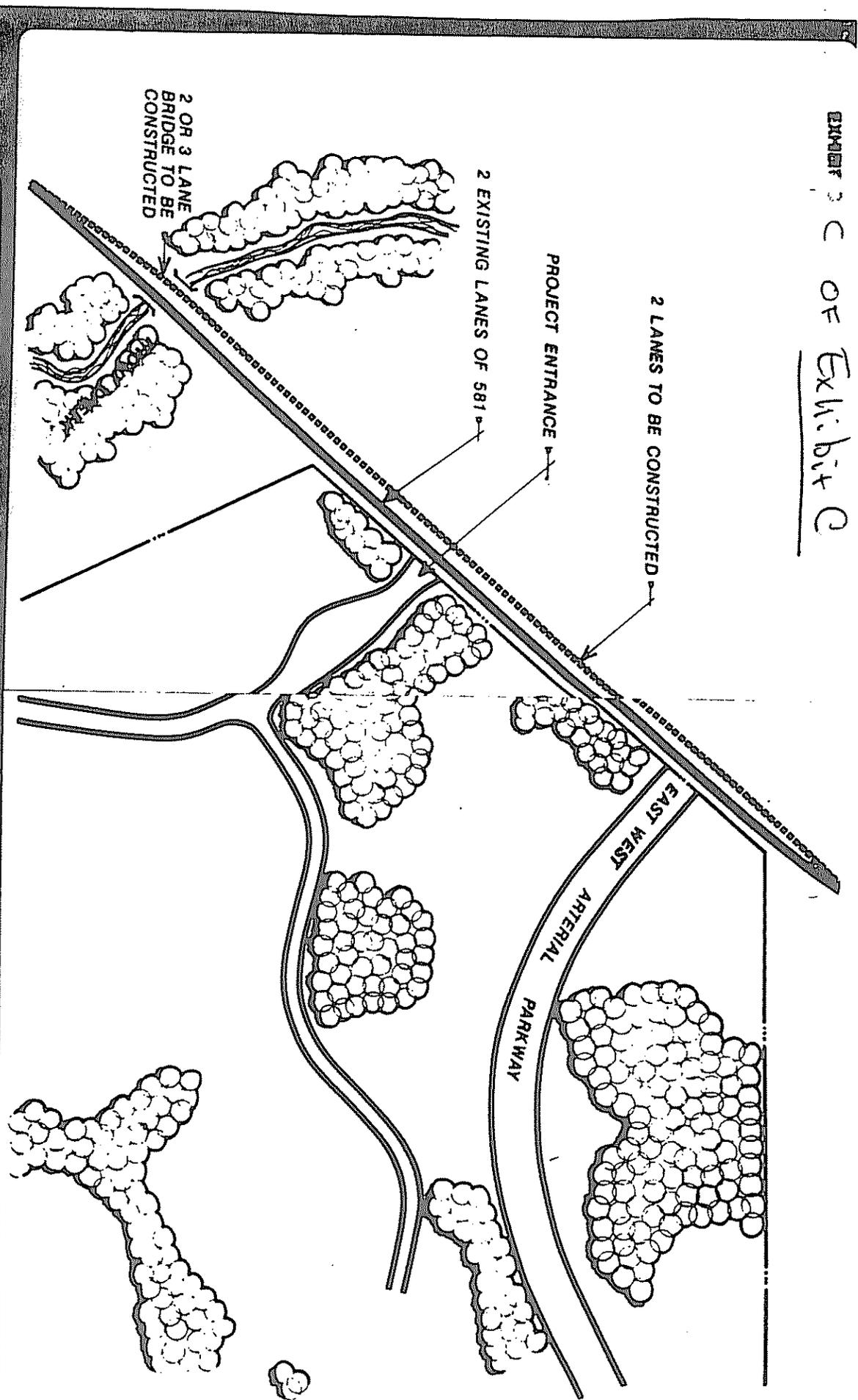
**FH**

**MARKBOROUGH FLORIDA INC.**

**MASTER PLAN**

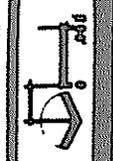
**FLORIDA LAND DESIGN & ENGINEERING, INC.**

EXHIBIT C OF Exhibit C

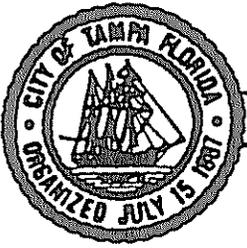


HUNTERS CREEK

MARK BROUGH  
FLORIDA INC.



687 ROAD IMPROVEMENTS



# CITY OF TAMPA

Sandra W. Freedman, Mayor

WATER DEPARTMENT

Engineering Division

December 2, 1986

Markborough Florida, Inc.  
c/o Gary J. Volenec, P.E.  
Florida Land Design & Engineering, Inc.  
2007 Pan Am Circle, Suite 200  
Tampa, Florida 33607

Re: Proposed Hunter's Green  
Bruce B. Downs Boulevard  
Application No. 85-09-090

Dear Sirs:

Your application for water service has been reviewed by the Tampa Water Department based on the information provided. We have determined, in accordance with Sec. 40-52(c) of the City of Tampa Code, that connection fees alone are not adequate to make the above referenced project financially feasible. To make water service feasible, the applicant must contribute funds to aid in construction of off-site water facilities.

This commitment is contingent upon the following conditions:

1. Payment of \$543,578.00 aid in construction, which is the cost of an equivalent 20-inch water main from the Morris Bridge Water Treatment Plant to the north end of your property to meet your projected requirements, is required.
2. This commitment only addresses the transmission main which is necessary to service the demands for your entire property. The installation of this transmission main will be along your property fronting Bruce B. Downs Boulevard. Additional separate commitments will be required for the individual phases of your project and will be addressed individually after submittal of all necessary information.
3. This commitment will expire on January 15, 1987 if the above-mentioned aid in construction has not been paid.
4. A 25-foot wide water utility easement may be required for installation of water mains along your entire property fronting Bruce B. Downs Boulevard. If the Water Department determines that the easement is needed, you must provide a legal description of the easement shown on a boundary survey.

Markborough Florida, Inc.

- 2 -

December 2, 1986

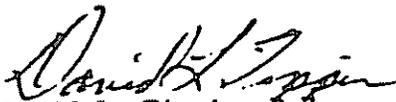
5. All restoration (driveway, sod, etc.) along the property along Bruce B. Downs Boulevard will be the responsibility of the owner/developer.
6. The United States Geological Survey, the Southwest Florida Water Management District and the Tampa Water Department must be granted ingress/egress to all existing and future monitoring wells as necessary for determining water levels.
7. Design and permitting services for the water main crossing of Trout Creek will be provided by your engineering firm.

For estimated future requirements in this area, the Tampa Water Department requires that a larger diameter water main and appurtenances be constructed from the treatment plant to the end of your property. Since the upsizing will be done at our request, this difference in cost will be absorbed by our Department.

If you have any questions regarding this commitment, please contact our Chief Engineer, Roger Zwygart, at 223-8676.

Yours very truly,

TAMPA WATER DEPARTMENT



David L. Tippin, P.E.  
Director

DLT/rs



# CITY OF TAMPA

Bob Martinez Mayor

Department of Sanitary Sewers

Jack P. Morriss, P.E.  
Director

July 1, 1986

Gary J. Volonac, P.E.  
Florida Land Design Engineering Company  
2007 Pan Am Circle, Suite 200  
Tampa, FL. 33607

RE: Markborough/Hunter's Green FGD

Dear Gary:

This letter responds to your June 23, 1986 request for supplementary information on the above referenced project. The information you requested follows:

1. The City of Tampa has reserved .63 MGD of its remaining uncommitted capacity to the project, approximately one half of the flow requested.
2. The only off-site facility needed to serve this project is a force main in SR 581, from Tampa Palms to Trout Creek. Bids for this project will be opened on July 2, 1986 and construction is anticipated to be completed by the first quarter of 1987.
3. The developer will be required to construct all on site facilities in accordance with City of Tampa, Department of Sanitary Sewers standards. The Department of Sanitary Sewers will own and maintain all facilities in platted right-of-ways or property deeded to the City for pumping stations.
4. Service to the uncommitted portion of the development will be provided from available capacity at the time additional flow is necessary. The City of Tampa, Department of Sanitary Sewers, is operating under an approved 201 facilities plan which calls for an ultimate design capacity of 96 MGD. Detailed planning and design of this expansion is anticipated to start in the near future. Actual construction should begin approximately two years later and the full 96 MGD capacity should be available by the mid 1990's.
5. The extension of the force main in SR 581 is being funded

6th Floor City Hall Plaza © Tampa, Florida 33602

EXHIBIT E OF Exhibit C

Mr. Gary J. Volonac  
Page 2  
July 1, 1986

entirely by the Department of Sanitary Sewers. The annexation agreement did not require the developer to participate in this or any other, off-site improvement.

6. The commitment for service includes reserved capacity at Hookers Point, as well as all transmission facilities between the project and the treatment plant.
7. The Department of Sanitary Sewers is currently evaluating the feasibility of treating effluent from the Hookers Point Advanced Wastewater Treatment Plant to raw water standards for potential reuse as a supplement to the raw water supply.

I trust that the above adequately responds to the questions raised in your letter. If you need further information please do not hesitate to call.

Very truly yours,

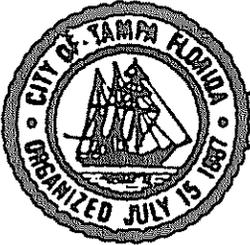
DEPARTMENT OF SANITARY SEWERS



William M. Schafer  
Head of Planning

xc: Jack Morriss  
Ralph Metcalf  
Andy Cronberg

D2/L11



# CITY OF TAMPA

Sandra W. Freedman, Mayor

SANITATION DEPARTMENT

Otis R. Anthony  
Director

November 3, 1986

Ms. Denise McCabe  
Project Planner  
Florida Land Design & Engineering, Inc.  
2007 Pan Am Circle, Suite 200  
Tampa, FL 33607

Dear Ms. McCabe:

Reference is made to your letter of September 23, 1986, concerning the collection and disposal of solid waste generated by the proposed Markborough project.

In accordance with the agreement between the City of Tampa and Hillsborough County as it pertains to the collection and disposal of solid waste within the annexed area, the collection will be accomplished through franchises/contracts and the solid waste generated will be disposed of at the county landfill and/or incinerated (when completed).

If there are any questions, please contact Ann Finn or Ray Dickens, Sanitation Department, (813) 877-6031.

Sincerely,

Otis R. Anthony  
Director

ORA/RD/lm