

#252



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PLANNING & DEVELOPMENT DEPARTMENT
WEST PASCO GOVERNMENT CENTER
8731 CITIZENS DRIVE, SUITE 210
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

December 15, 2014

Mr. John M. Meyer
LEPC, DRI and IC&R Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100
Pinellas Park, FL 33782

RE: Cypress Creek Town Center Development of Regional Impact #252
Development Order Amendment (NOPC #2)

Dear Mr. Meyer:

Enclosed please find a certified copy of the amended Development Order for Cypress Creek Town Center Development of Regional Impact #252 (Resolution No. 15-36), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order was approved by the Pasco County Board of County Commissioners on November 18, 2014.

Please contact me with any questions at (727) 847-2411 x7281 or oyoung@pascocountyfl.net.

Sincerely,

A handwritten signature in black ink, appearing to read "Owen Young", is written over a large, stylized flourish.

Owen Young, BURP
Planner II

Enclosure

12/3

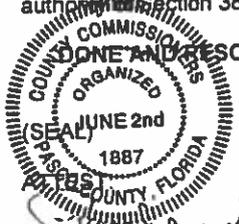
**NOTICE OF ADOPTION OF THE DEVELOPMENT ORDER AMENDMENT
FOR THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT NO. 252**

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 15-36, dated November 18, 2014, has adopted a development order amendment (DO Amendment) for a Development of Regional Impact. The above-referenced DO Amendment constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO Amendment.

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

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit C or actual constructive notice of any of the same under the

authority of Section 380.06(15)(f), Florida Statutes.



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

Rept: 1646870 Rec: 401.00
DS: 0.00 IT: 0.00
12/09/14 S. S., Dpty Clerk

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

[Signature]

CHAIRMAN

APPROVED
IN SESSION

NOV 18 2014

PASCO COUNTY
BCC

THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 15-34

**A RESOLUTION AMENDING, RESTATING AND CONSOLIDATING
THE DEVELOPMENT ORDER APPROVING THE CYPRESS CREEK
TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT (DRI
NO. 252).**

WHEREAS, on March 4, 2014, in accordance with Section 380.06(19), Florida Statutes, as amended, Pasco 54, Ltd., Pasco Ranch, Inc., and JG Cypress Creek LLC (Developer), filed a Notice of Proposed Change (NOPC) to the previous Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Cypress Creek Town Center (DRI No. 252) (the "Project" or the "DRI"); and,

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

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

WHEREAS, the original Development Order for the Project was adopted by the Board of County Commissioners on February 24, 2004; and

WHEREAS, the original Development Order was amended by the Board of County Commissioners on April 26, 2005 (RES 05-188), May 13, 2008 (RES 08-217) and December 15, 2009 (RES 10-100); and

WHEREAS, the changes in the NOPC are to (a) extend the Phase 1 build-out date to November 2, 2026 for purposes of transportation concurrency and State/Regional review based on an extension to the same issued by Pasco County, Florida (the "County") pursuant to an Executive Order(s) enacted by the Governor in 2011 regarding the threat of wildfires; (b) pursuant to such Executive Order(s), extend the Development Order expiration date from December 31, 2029 to November 2, 2034; and (c) modify Development Order 5.n.(4) to specify the Developer's specific Phase I transportation mitigation requirements and to allow Pasco County to reallocate certain funds associated with the Pipeline Projects (as hereinafter defined) (collectively, the "Proposed Changes"); and

WHEREAS, the Project is eligible for the aforementioned extensions for transportation concurrency review purposes and expiration date and was previously granted the same pursuant to that certain pursuant to that certain letter to John R. Sierra, Jr. dated April 26, 2013 from the County; and

WHEREAS, on November 5, 2009, the Development Review Committee approved a variance from Section 402.3.C, 402.6.C.(1) and 402.6.D, Pasco County Land Development Code, to extend the build-out date for transportation concurrency by seven (7) years without requiring a new traffic study and without additional traffic study review because the developer completed the S.R. 54/56 pipeline project in advance of utilizing any of the additional transportation capacity created by the S.R. 54/56 pipeline project; and

WHEREAS, the Board of County Commissioners approved the NOPC on November 18, 2014, and hereby adopts this Amended, Restated, and Consolidated Development Order for the Project (DO), which shall replace and supersede the original Development Order as amended in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

The DO for the Project is hereby amended, restated and consolidated as set forth below:

AMENDED, RESTATED AND CONSOLIDATED
CYPRESS CREEK TOWN CENTER DEVELOPMENT ORDER

1. General Findings of Fact

The Pasco County Board of County Commissioners makes the following general Findings of Fact:

a. The DRI Development Order for the Cypress Creek Town Center was approved by the Pasco County Board of County Commissioners on November 23, 2004, by Resolution No. 05-40. The nature, type, scope, intensity, density, costs, and general impact of the Cypress Creek Town Center DRI are those which are summarized in Composite Exhibit A, the Application for Development Approval ("ADA"), and in Exhibit B, the Specific Findings of Fact and Regional Impacts contained in Pages 1-91 of the Tampa Bay Regional Planning Council ("TBRPC") Final Report. Both Exhibits A and B are not attached to this Development Order, but are on file with the County and incorporated into this Development Order by reference.

b. The DRI Development Order for the Cypress Creek Town Center was reviewed and appealed by the Department of Community Affairs (now the Florida Department of Economic Opportunity) to the Florida Land and Water Adjudicatory Commission pursuant to Section 380.07, Florida Statutes. That case went before the Division of Administrative Hearings as DOAH Case No. 05-0865.

c. The appeal of the DRI Development Order for the Cypress Creek Town Center was resolved by the settlement agreement approved by the Pasco County Board of County Commissioners on April 26, 2005.

d. The April 26, 2005, public hearing to consider and approve the settlement agreement and its implementing amendments to the DRI Development Order for the Cypress Creek Town Center was noticed to the general public by publication in a newspaper of general circulation in Pasco County at least 15 days before that public hearing.

e. At the noticed public hearing on April 26, 2005, all parties and members of the general public requesting to do so were afforded the opportunity to present written or oral communications as to the proposed settlement agreement and to the implementing amendments to the DRI Development Order for the Cypress Creek Town Center.

f. On April 26, 2005, the Pasco County Board of County Commissioners approved those amendments to the DRI Development Order for the Cypress Creek Town Center based on staff reports, documents, evidence and testimony received at the April 26, 2005 public hearing, as well as the staff reports, documents, evidence and testimony received at the November 23, 2004, public hearing for Resolution No. 05-40.

g. On May 1, 2009, the Developer filed, in accordance with Section 380.06(19), as amended, an NOPC for the Project and associated responses to requests for additional information.

h. On December 15, 2009, the Board of County Commissioners has approved the NOPC on, and adopted an Amended, Restated, and Consolidated Development Order for the Project (DO), which replaced and superseded the original Development Order as amended in its entirety

i. On March 4, 2014, the Developer filed, in accordance with Section 380.06(19), as amended, an NOPC for the Project and associated responses to requests for additional information. The NOPC, collectively with the original ADA, are referred to herein as the application and are incorporated into this DO by reference as Exhibit A.

j. The nature, type, scope, intensity, density, and general impact of the Project, as revised, are summarized in the NOPC and Table 1 below; the specific findings of fact and regional impacts contained in the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report and the NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

k. The real property encompassed by the Project is owned by the individual property owners described in the Biennial Reports. A description of the real property is attached hereto as Exhibit C (Legal Description) and incorporated herein.

l. The Pasco County Comprehensive Plan Future Land Use Map classifications for the area subject to this DO are CON (Conservation Lands), RES-3 (Residential - 3 du/ga) and ROR (Retail/Office/Residential). The proposed development is consistent with the provisions of the CON (Conservation Lands), ROR (Retail/Office/Residential) and RES-3 (Residential - 3 du/ga) (as applicable) Land Use Classifications and other Goals, Objectives, and Policies of the Comprehensive Plan.

m. Zoning on the property which is subject to the application is MPUD Master Planned Unit Development.

n. On April 1, 2014 the TBRPC notified the County that the NOPC review was complete and that the TBRPC had issued a draft DRI NOPC Report for DRI No. 252, Cypress Creek Town Center, recommending approval of the NOPC. On April 14, 2014 the TBRPC adopted the NOPC Report for DRI No. 252, Cypress Creek Town Center, recommending approval of the NOPC.

o. The Board of County Commissioners scheduled and held a public hearing on the pending NOPC on November 18, 2014.

p. Notice of the hearing was published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the Board of County Commissioners.

q. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and to submit rebuttal evidence.

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

s. The Board of County Commissioners received and considered the TBRPC NOPC Report on the NOPC application.

t. The Board of County Commissioners received and considered various other reports and information including, but not limited to the recommendations of the Pasco County Development Services Branch and the DRC.

2. Conclusions of Law

The Pasco County Board of County Commissioners hereby finds as follows:

a. The Project as amended by the NOPC will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Application.

b. As conditioned, this DO is consistent with the report and recommendation of the TBRPC.

c. As conditioned, this DO is consistent with the applicable provisions of the Land Development Code (LDC).

d. As conditioned, this DO is consistent with the applicable provisions of the Comprehensive Plan.

e. The land that is subject to this DO is not in an area of critical State concern.

f. This DO is consistent with the settlement agreement approved on April 26, 2005.

g. Pursuant to Section 380.06(19)(e), Florida Statutes, the Proposed Changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that, based on the conditions hereof and the DA (as hereinafter defined), and the associated mitigation being provided for by Applicant, no unmitigated regional impacts shall result..

3. Approval Stipulations

a. Specific approval of Phase I of the Application is hereby granted with conditions. Phase II of the Application is subject to additional review as provided herein. Conceptual approval is granted for Phase II; this may be changed to specific approval, subject to an amendment to Sub-area Policy 9.1.2 of the Future Land Use Element of the Comprehensive Plan, additional analyses through the NOPC process performed pursuant to the requirements of Section 380.06, F.S., and in accordance with Specific Conditions No. 5.n.(1) and 5.o. (2) of this DO.

b. The requirements of and conditions contained in this DO shall regulate the development of the property described in Exhibit C. Following the adoption of this DO, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the property.

In the event Pasco County believes violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer after providing the Applicant/Developer with an opportunity to be heard and, if it is determined by the County Administrator or his designee that a violation has occurred, the County Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected or the Board of County Commissioners rescinds the Notice of Noncompliance at a hearing to consider the matter. Notwithstanding the foregoing, violations of the Development Agreement (as defined in subsection n.(5) below) shall be addressed in accordance with the provisions of the Development Agreement.

c. All development specifically authorized by this DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated in the manner specified in this DO.

(2) The Applicant's/Developer's commitments set forth in Exhibit D shall be honored by the Applicant/Developer, except as they may be superseded by specific terms of this DO.

d. Development of the DRI shall be governed by the standards and procedural provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida Statutes Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

e. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until November 2, 2034, unless the County can demonstrate that substantial changes in the conditions underlying the approval of this DO have occurred or that the DO was based on substantially inaccurate information provided by the Applicant/Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and land development regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

f. As provided in Chapter 190, F.S., and subject to the Pasco County Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD, which are identified within this DO. Further, any obligations of the Applicant/Developer contained in

this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

g. Portions of the property are currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the property may continue to be used for agricultural activities until the property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

(1) Development of the DRI shall proceed in accordance with the phasing schedule indicated in Table 1 below.

(2) Excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Developer's risk and shall not vest latter phase development rights.

Table 1
CYPRESS CREEK TOWN CENTER DRI
Land Use and Phasing Schedule

<u>Land Use</u>	<u>Phase 1</u> <u>11/2/2026¹</u>	<u>Phase 2</u> <u>TBD²</u>	<u>Totals</u>
Regional Mall (SF) ²	1,184,925	215,000	1,399,925
Retail Center (SF) ²	600,000	0	600,000
Office (SF) ²	120,000	300,000	420,000
Hotel (Rooms)	350	350	700
Highway Commercial (SF) ²	96,000	0	96,000
Multifamily Residential (D.U.)	230	400	630
Movie Theater (Seats)	2,582	0	2,582

¹ The build-out date for transportation concurrency/timing and phasing, and state/regional review purposes is November 2, 2026, unless otherwise extended pursuant to Section of the County's Land Development Code and/or applicable State law.

² Square feet in Gross Leasable Area ("GLA") for the purposes of calculating entitlements only shall mean the actual number of square feet on all levels that is equal to the Gross Building Area ("GBA") minus any enclosed or open air mall, and other interior or exterior areas occupied primarily by mechanical, electrical, telephone or other operating equipment, truck or loading docks, police substations, service and fire corridors, stairwells and freight elevator shafts, and maintenance facilities. Construction plans shall reflect both GBA and GLA. All construction plans shall provide an updated accounting of total approved, previously permitted and requested GBA and GLA.

³ To Be Determined consistent with Conditions 5.n. (1) and 5.o. (2).

b. Effective Date and Duration

(1) The DO for the Project shall take effect upon transmittal to the Florida Department of Economic Opportunity (FDEO), the TBRPC, and the Developer. The effectiveness of this DO shall be stayed by the filing of a notice of appeal pursuant to Section 380.06, Florida Statutes.

(2) The effective period of this DO shall be until November 2, 2034. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Section 380.06(19), F.S.

(3) Development of the Project shall proceed in accordance with the phasing schedule indicated in Table 1 above.

c. Commencement of Development

If physical development of the Project has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Section 380.06(19), F.S., whether the delay represents a substantial deviation from the terms and conditions of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or vertical development, unless otherwise approved by Pasco County.

d. Build-out of Project

(1) The build-out date of Phase 1 of the Project shall be November 2, 2026. This build-out date for transportation concurrency/timing and phasing includes the extension permitted by the Executive Order(s) relating to certain wildfires as noted in the whereas clauses of this Development Order.

(2) Any delay in the build-out date of Phase 1 of the Project beyond November 2, 2026 may require a new transportation analysis, in accordance with applicable law, as the basis for a DO amendment which may include a re-evaluation of required transportation mitigation. The County Commissioners has exempted certain uses from additional timing and phasing analysis pursuant to Section 901.12 of the LDC; however, build-out date extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as may be amended from time to time. The applicable build-out date for Phase 2 shall be established when specific approval of Phase 2 is obtained.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described elsewhere herein, the project consists of the land uses by phase as described in Table 1.

b. Land Use Exchange

(1) Phase 1 development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the FDEO and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next Biennial Report. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Notwithstanding the foregoing, office entitlements cannot be exchanged for retail, mall, hotel, or residential entitlements. In addition, no approved entitlements may be traded for additional residential entitlements.

(2) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the Notice of Proposed Change (NOPC) process as required by Section 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of this DO.

(3) Unless the Applicant/Developer demonstrates to Pasco County that projected traffic volumes and patterns would be similar to those initially approved, conversion of land entitlements authorized under provisions of the Land Use Equivalency Matrix shall be limited as follows: Land use entitlements located on the parcel north of S.R. 56 can only be exchanged for authorized entitlements located on the north parcel. The same applies for south parcel entitlements.

c. Water Quality and Drainage

(1) Development of the DRI shall not result in a Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Section 40D-4, Florida Administrative Code (FAC), and Pasco County stormwater management requirements. Treatment shall be provided by biological filtration and residence times or a combination thereof. Best Management Practices (BMP) for reducing adverse water quality impacts as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. South of S.R. 56, the stormwater treatment system shall be designed to treat the first 1½ inches of rainfall and shall provide fourteen (14) day residence time, unless otherwise approved by Pasco County and the SWFWMD. In addition, the Applicant/Developer shall comply with the following design requirements.

(a) All swales shall be fully vegetated and operational.

(b) Dry stormwater retention/detention areas, including side slopes and bottoms, shall be fully vegetated as required.

(c) The Applicant/Developer or other responsible entities shall ensure that the stormwater management system is being properly maintained in keeping with its design and is

providing the level of stormwater storage and treatment as established in the Environmental Resource Permit (ERP). The Applicant/Developer or other responsible entities shall hire a licensed engineer to conduct annual inspections of the stormwater management system on the project site to ensure that the system is being properly maintained in keeping with its design and is capable of accomplishing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each DRI Biennial Report.

(d) Should the Applicant/Developer or its representative discover that if any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, report such fact to Pasco County and shall promptly undertake any necessary repairs or modifications to the system. The Biennial Report shall describe any such problems and the necessary repairs or modifications to remedy them as well as what repairs or modifications to the system have been undertaken since the previous Biennial Report.

(e) The stormwater management system shall be designed to maintain the natural hydroperiod of the on-site wetlands and the floodplain habitats of Cypress Creek and Cabbage Swamp in full conformance with permit requirements by appropriate agencies with jurisdiction.

(f) Prior to the first construction plan approval, the Applicant/Developer must provide a plan detailing the operation and maintenance of the stormwater management system. The plan shall, at a minimum, identify the responsible entity, establish a long-term funding mechanism which may include the formation of a Property Owners Association, and provide assurance through written commitments that the entity in charge of the program has the technical expertise necessary to carry out the operation and maintenance functions of the stormwater management system. The plan must be approved by Pasco County prior to construction plan approval, and implementation of the plan must begin prior to each phase.

(g) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary site plan approval.

(h) The Applicant/Developer shall advise future residents and tenants of seasonal variations with created water features and that lakes should not be perceived as having constant water levels.

(3) Planning and development of the DRI shall conform to the rules adopted by the Southwest Florida Water Management District (SWFWMD) for the Northern Tampa Bay Water (TBW) Use Caution Area. Development of the DRI shall be designed to not negatively impact the existing water quality of Cypress Creek, an OFW, as required in Section 40D-4, FAC. There shall be no direct discharge of stormwater runoff into Cypress Creek.

(a) In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. The Applicant/Developer shall develop a surface-

water quality monitoring program to be continued for five years following project build-out demonstrating compliance with such standards. The following parameters shall be included within any required surface water-quality monitoring program: sampling locations and specific parameters, frequency of monitoring, and reporting subject to approval by Pasco County, SWFWMD, FDEP, TBW and other appropriate regulatory bodies. Access to the monitoring sites shall be made available to the agencies listed above.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with the (EPA/FDEP) Environmental Protection Agency/Florida Department of Environmental Protection quality-control standards and requirements.

(c) The surface water-quality monitoring results shall be submitted to the FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standard, the Developer shall identify the specific construction or other activity identified as causing the violation which shall cease until the violation is corrected. The design of the stormwater collection system shall facilitate the testing of stormwater runoff from individual parcels to help in detection of the specific source of any such violation. In the event that the specific construction or other activity causing the violation cannot be identified, all construction shall cease until the violation is corrected.

(d) Subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds. All test boring logs of the site are to be provided during the permitting process and prior to any construction to the FDEP and the Southwest Florida Water Management District (SWFWMD).

(4) A groundwater-quality monitoring program shall be developed in coordination with the FDEP and the SWFWMD to establish parameters, methodology, and locations of monitoring sites. Any such program shall be submitted to Pasco County, FDEP, SWFWMD, and TBW for review and approval and shall be included in each Biennial Report. Any required groundwater-quality monitoring program shall be instituted before construction begins to provide background data and shall continue for five years following project build-out. If reclaimed water for irrigation purposes is used in the future, any groundwater-monitoring program shall be amended as required by the permit for use of reclaimed water. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the exceedance shall cease until the exceedance is corrected. Monitoring results shall be included in each Biennial Report. To prevent adverse effects to groundwater quality during construction, there shall be no excavation into the Floridian aquifer's confining layers or underlying limestone. The ways that the Developer will prevent this from occurring and any remedial action it will implement should it occur, are required to be outlined during the site plan permitting process and submitted by the County to TBW for review and comment.

(5) An integrated, pest-management program shall be implemented to minimize the use of fertilizers and pesticides. The Applicant/Developer shall implement BMPs for reducing water-quality impacts as recommended by Pasco County, TBW, and SWFWMD. This activity shall include, but not be limited to, a street-cleaning program for roadways and parking areas.

(6) The Applicant/Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable following examples such as the Florida Yards and Neighborhoods program. Construction BMP shall be used to prevent construction-related turbidity and erosion problems.

(7) On-site stormwater wet-detention ponds shall include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Applicant/Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water) for the duration of the permit.

(8) All drainage system components shall comply with Section 40D-4, FAC, as well as all other applicable local, State, and Federal rules and regulations.

(a) The amount of development proposed will result in an increased volume of stormwater runoff. Several methods exist that can help reduce the impact from this increased volume of stormwater. Low-impact design elements should be incorporated throughout the site to the maximum extent possible to include: shallow, vegetated swales in all parking areas; small, recessed garden areas throughout parking and building landscape areas; porous pavement and other pervious pavement technologies; stabilized grass areas for overflow parking; and retention of the maximum amount of existing, native vegetation.

(9) Protect water quality within the Cypress Creek OFW by providing setbacks from the OFW that are a minimum of fifty (50) feet, except as may be required for the bridge crossing Cypress Creek. The bridge design shall include curbing and fencing to ensure that runoff is funneled into the storm water system and to limit the opportunity for trash and debris to enter Cypress Creek.

(10) The historic average volume discharged from the project should not be decreased post-development. The developers shall, in cooperation with Tampa Bay Water (TBW) and to the extent the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment-volume requirements).

d. Wetlands

(1) Wetlands protection shall be in accordance with all applicable County, State, and Federal laws, permits, rules, and regulations.

(2) Development plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with the SWFWMD and other regulatory agencies as may be applicable.

(3) Prior to preliminary plan approval for any parcel, the Applicant/Developer shall submit an On-Site Wetland Protection Plan to the Florida Fish and Wildlife Conservation Commission (FFWCC), FDEP, SWFWMD and TBRPC for review and to Pasco County for approval. The plan shall address, but not be limited to, control of exotic species, mitigation of impacted wetlands, restoration of previously-impacted wetlands, control of on-site water quality, and restoration of natural hydroperiods in on-site wetlands.

(4) Existing annual hydroperiods, normal pool elevation, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post-development wetland areas shall comply with Pasco County policies at the time of this DO approval or the SWFWMD regulations at the time permits are obtained, whichever is more restrictive, to provide an upland transition into the wetland areas and to protect the natural system from development impacts. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency.

(6) This Development Order does not authorize impacts to Category 1 wetlands. At the time of preliminary site plan approval, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the provisions of Conservation Element Policies 2.7.3, 2.7.4, and 2.7.6 and subject to the following:

(a) No impacts will be permitted for the purpose of increasing the developable portion of the outparcel in the southwest corner of the intersection of SR 56 and CR 54 (delineated on attached Exhibit J). Any such impact will only be permitted when needed to provide access or construct roadways, and only after the Developer has reduced and eliminated impacts to the wetlands in accordance with state permitting requirements.

(b) In the event the Southwest Florida Water Management District determines (during permitting) that wetlands located adjacent to Interstate 75 at the southeast corner of the property (delineated on attached Exhibit J as Wetland 2) are connected to Cypress Creek, thereby triggering a Category I Wetlands designation, the County will require the Developer to grant a conservation easement over said wetlands to the Department of Environmental Protection, the Southwest Florida Water Management District or a non-profit conservation organization, in perpetuity, so that the wetlands would not be subject to development in the

future.

e. Mitigation Standards

(1) By adopting this DO, Pasco County has recognized that the location of the project makes those uses which are approved herein reasonable. The Applicant/Developer shall submit a detailed Ecosystem Improvement Plan (Ecosystem Plan) prior to the approval of the first preliminary site plan. The Ecosystem Plan shall emphasize a watershed approach to mitigation and shall be developed in accordance with:

(a) The "net ecosystem benefit" concept embodied in Section 403.0752, F.S.

(i) Section 3.2.1.2 of the SWFWMD's basis of review.

(ii) The Army Corps of Engineers' (ACOE) Regulatory Guidance Letter No. 02-2 (Guidance on Compensatory Mitigation Projects under the ACOE Regulatory Program pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899).

(b) The Ecosystem Plan must be designed, at a minimum, to meet the following criteria:

(i) Demonstrate a net ecosystem benefit of natural resources within the affected drainage basin.

(ii) Provides for greater, long-term, regional, ecological value than would be provided by on-site mitigation.

(iii) Include one (1) or a combination of preservation, enhancement, restoration, and/or recreation of wetland and upland resource.

(iv) The amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on-site) and gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD.

(v) The mitigation for wetland impacts proposed as part of the Ecosystem Plan shall identify proposed mitigation in a maximum of two (2) (one [1] south of S.R. 56 and one [1] north of S.R. 56) master permit applications.

(vi) The Future of the Region Strategic Policy Plan, Regional Goal 4.5, and related policies.

(vii) References to the Hillsborough River Drainage Basin shall mean the basin shown on Appendix 6 of the SWFWMD's basis of review.

(c) Wetland encroachments included in the Ecosystem Plan must be permitted by appropriate regulatory agencies, including the FDEP, the SWFWMD, and the ACOE. The Ecosystem Plan shall be approved by Pasco County prior to any wetland impacts. A change in the Ecosystem

Plan as provided herein resulting from requirements imposed by the FDEP, the SWFWMD, or by any appropriate Federal regulatory agency shall be submitted to Pasco County. The change shall be presumed not to create a substantial deviation subject to further DRI review. Mitigation is expected to include fee simple purchase and/or purchased conservation easements of land for one or some combination of the following:

(i) Protection/preservation of lands identified as falling within, extending, or expanding one (1) of the habitat corridors identified by Pasco County. The exact acreage will vary depending on how conservation rights are acquired, activities that may be allowed upon lands not acquired by fee simple purchase, available mix of uplands and wetlands, quality of uplands and wetlands, and relative quantities of uplands and wetlands.

(ii) Restoration of degraded wetlands within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iii) Wetland creation within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iv) Wetland enhancement and/or creation on-site.

(d) The Ecosystem Plan shall be approved prior to issuance of the first construction permit associated with the Project's development.

(e) All wetland mitigation activities shall be completed, in accordance with the approved Ecosystem Improvement Plan, prior to issuance of Certificate(s) of Occupancy beyond 500,000 sq. ft. of development within the DRI. The mitigation activities shall be determined successful, using SWFWMD criteria, prior to any Phase 2 approval.

f. Water Supply Protection

(1) Planning and development of the DRI shall conform to the SWFWMD-adopted rules for the Northern Tampa Bay Water Use Caution Area.

(2) Pasco County, along with nine (9) other counties within the SWFWMD, is located in a region where water demand is expected to exceed the ability of traditional groundwater sources to provide necessary supplies over the next twenty (20) years. New development represents additional water demand in an area where water resources are already stressed in providing for current, reasonable, and beneficial uses. The development must, therefore, implement to the maximum extent possible, all options for developing alternative supplies (reclaimed water, stormwater, water conservation, etc.) to meet their needs.

(3) Prior to construction, the Applicant/Developer shall determine the opportunities to use nonpotable water for irrigation and other purposes within the development. Nonpotable sources may include, but are not limited to, reclaimed wastewater, stormwater, and water pumped from shallow wells. The determination shall include, at a minimum, the proximity of the nonpotable source to the

proposed development, the long-term availability of that source, the appropriateness of the source for the intended use.

(4) Installation of high-efficiency (low-volume) plumbing fixtures, appliances, and other water-conserving devices is required. Efficient plumbing fixtures are required by the Florida Building Code.

(5) Other water-conservation measures shall be included, such as landscaping, buffering, rain and soil moisture sensors and shut-offs, low-volume fixtures, mulching, preservation of natural areas and individual meters on multifamily units.

g. Floodplain/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

(2) No fill shall be added within the 100-year floodplain without approval by the appropriate permitting agencies.

h. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the FFWCC and implement the recommended measures for species protection in accordance with any applicable regulations.

(2) The entirety of Cypress Creek OFW lands (as shown on Exhibit I) located on the site shall be preserved. The proposed roadway crossing over Cypress Creek shall be designed to minimize impacts to the environmentally sensitive areas. The proposed southern access roadway crossing Cypress Creek will feature a bridge structure which includes a minimum of twenty-five (25) feet of uplands at both banks to facilitate wildlife movement along this riverine corridor and provide continuity to the riverine corridor and previously constructed wildlife crossings. The bridge shall have a span adequate to accommodate wildlife (e.g. Deer) in accordance with Pasco County standards.

(3) The applicant shall complete mitigation and permitting for any species of special concern, threatened, endangered floral, or faunal species encountered on the property through the FFWCC and U.S. Fish and Wildlife, in compliance with any applicable regulations. The applicant shall also continue to monitor for the presence of all protected species through the period up to, and including, various construction phases and provide for the appropriate mitigation or permitting requirements. The applicant shall

submit all correspondence and proposed mitigation or take permits to FFWCC and the County for review and comment prior to commencement of these activities.

(4) The Applicant/Developer shall make every reasonable effort to relocate all gopher tortoises within the project site. In the event that on-site relocation is not reasonably possible, all gopher tortoises shall be relocated to an appropriate off-site location subject to approval by the FFWCC. In no event shall the Applicant/Developer seek to kill or wound any gopher tortoise without first receiving specific approval of the BOCC and the FFWCC.

i. Wellfield Protection

(1) The Applicant/Developer shall comply with the current Wellhead Protection Ordinance (Section 612 of the Pasco County Land Development Code as amended).

(2) Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify Pasco County, TBW, and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by Pasco County and the SWFWMD:

(a) If the slumping or sinkhole formation becomes evident before or during construction activities, stop all work (except for mitigation activities) in the affected area and remain stopped until Pasco County and the SWFWMD approve resuming construction activities.

(b) Take immediate measures to ensure no surface water drains into the affected areas.

(c) Visually inspect the affected area.

(d) Excavate and backfill as required to fill the affected area and prevent further subsidence.

(e) Use geotextile materials in the backfilling operation, when appropriate.

(f) If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of five (5) feet from the bottom of the retention pond to the surface of the limerock clay or karst connection.

(g) If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, relocate the retention area.

(3) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer is prohibited.

j. Historical and Archaeological Sites

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse

impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

k. Land

(1) BMP to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four-(24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

l. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has indicated that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.

(b) Development of the project shall not result in levels of service for water and wastewater services below the acceptable levels of service established in the Comprehensive Plan.

(c) The Applicant/Developer agrees to use the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water and groundwater. Potable water (i.e., water that is treated and provided through a public-distribution system) shall not be used for the irrigation of common areas if lower quality water becomes reasonably available.

(d) Water-saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.), and xeriscape-type landscaping shall be encouraged within the project.

(e) High-efficiency, water-saving devices, irrigation systems, and low-volume, plumbing fixtures will be used throughout the project.

(f) Prior to construction, the Applicant/Developer shall provide the County with evidence that adequate water-supply capacity and wastewater capacity for that construction is available. The assurance shall include adequate water supply for firefighting purposes. Pasco County shall have the right to rely on assurances of adequate potable-water supply from TBW.

(g) Wastewater shall not be treated on-site or by a private utility, unless approved by Pasco County.

(h) No permanent septic tanks shall be installed on the Project site. "Interim" septic tanks shall be removed from the site following completion of construction.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.

(b) Development of the project shall not result in levels of service for solid-waste collection/disposal below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project shall be obtained from Pasco County or other appropriate entities.

(c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(d) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the DRI.

m. Energy

(1) The energy-conservation measures referenced in the Applicant's/ Developer's Commitments, attached hereto as Exhibit D, shall be implemented.

(2) All Project tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy, waste heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

n. Transportation

(1) Specific approval is hereby granted for Phase 1 of the DRI, as defined herein, subject to the conditions outlined herein. Specific approval of Phase 2 shall be contingent upon further Section 380.06, Florida Statutes, transportation analysis submitted through the Notice of Proposed Change process.

(2) Transportation Impact Fees and Credits: The Developer shall pay mobility fees or transportation impact fees (at Developer's option in accordance with the Pasco County LDC) and is eligible to receive mobility fee/transportation impact fee credits in accordance with Pasco County LDC, as amended, and the Development Agreement.

(3) Access Management: The Developer shall be responsible for construction of the access improvements to S.R. 56, S.R. 54 and C.R. 54 for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements, as determined by the County and FDOT at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project. All access improvements, number of access points and spacing of access points shown on Map H shall be subject to compliance with the provisions of the Florida Department of Transportation (FDOT) and Pasco County's access management regulations. The Development Agreement described in subsection n.(5) below, and Exhibit D to the Development Agreement, set forth: (a) the scope of the required and optional access improvements for the project, (b) which intersection improvements are part of the Pipeline Projects, (c) which access improvements are site-related improvements, and (d) which intersection improvements are eligible for impact/mobility fee credits.

(4) Mitigation: The Developer agrees to construct, or otherwise mitigate, by making payment in lieu of construction, for certain pipeline improvements as mitigation for the Project's Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the Developer's proportionate share contribution for those improvement projects listed in Exhibit G (Required Phase 1 Improvements) attached hereto, is Twenty-Two Million, Nine Hundred and Ninety-Two Thousand and Ninety-Four and 00/100 Dollars (\$22,992,094) (the "Proportionate Share") in 2004 dollars. The Developer has elected to (a) provide for the design, permitting and construction of the C.R. 54 Extension Pipeline Project (as hereinafter defined and described more fully in the Development Agreement) (b) design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project (as hereinafter defined and described more fully in the Development Agreement), and (c) make a payment in the amount of \$6,000,000.00 (subject to certain offsets as provided by the Development Agreement) to the County for its design, permitting and construction of the C.R. 54 North Pipeline Project (as hereinafter defined and described more fully in the Development Agreement), to fully mitigate the transportation impacts of Phase 1 of the Project. The first Pipeline Project is the design, permitting, and construction of a new extension of C.R. 54 from the intersection of S.R. 56 and S.R. 54 south to Sta 146+40, as depicted on those certain Pasco County Engineering Service

Department Contract Plans for County Road 54 Extension (SEGMENTS 1 & 2) from North of County Line Road to the Intersection of S.R. 54/ S.R. 56, Pasco County Work Order No. C-3625.00, last dated May 13, 2009, all as more fully described in the Development Agreement discussed in subsection n.(5) below (herein referred to as "the C.R. 54 Extension Pipeline Project"). Once completed, and later extended by parties other than Developer to County Line Road, the C.R. 54 Extension Pipeline Project will serve as the last link of a County roadway connecting S.R. 52 to County Line Road through Old Pasco Road and C.R. 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit G), as well as improving the capacity of other north-south roadways near the project such as C.R. 581, Collier Parkway, Livingston Road and Cypress Creek Road. The second Pipeline Project is the widening of S.R. 56 and S.R. 54 from a 4 lane divided arterial to a 6 lane divided arterial from the western I-75 ramps west to the existing 6 lane section approximately .6 miles east of U.S. 41, including intersection improvements at the S.R. 54/S.R. 56/C.R. 54 intersection and S.R. 54/Collier Parkway intersection, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the S.R. 54/56 Pipeline Project"). The third Pipeline Project is Developer's contribution of \$6,000,000.00 (subject to certain offsets as provided by the Development Agreement) to the County for its design, permitting and construction of the widening of C.R. 54 from an undivided two lane facility to a 4 lane divided arterial from approximately S.R. 56 to a point north of Magnolia Boulevard pursuant to those certain Pasco County Engineering Service Department Contract Plans for Wesley Chapel Blvd. (C.R. 54), Pasco County Project No. C-9956.00, all as more fully described in the Development Agreement discussed in subsection n.(5) below (herein referred to as "C.R. 54 North Pipeline Project"). Once completed, the C.R. 54 North Pipeline Project will add needed capacity for the last 2 lane section of C.R. 54 between Interstate 75 and S.R. 56. This roadway serves as a parallel facility to Interstate 75, and the additional capacity provided by the C.R. 54 North Pipeline Project will thus improve the capacity of Interstate 75 (one of the roadways listed in Exhibit G), as well as improving the capacity of other north-south roadways near the project such as C.R. 581 and Collier Parkway. The C.R. 54 Extension Pipeline Project, the S.R. 54/56 Pipeline Project and the C.R. 54 North Pipeline Project are collectively referred to herein as the "Pipeline Projects". The C.R. 54 Extension Pipeline Project and the Developer's payment of \$6,000,000.00 (subject to certain offsets as provided by the Development Agreement) for the C.R.54 North Pipellne Project shall not be impact/mobility fee creditable.

The estimated cost of Segment #3 of the C.R. 54 Extension Pipeline Project is at least six million dollars (\$6,000,000.00) in 2004 dollars. The Developer shall design, permit, construct, and donate right-of-way for Segments #1 and #2 of the C.R. 54 Extension Pipeline Project. However, the right-of-way for Segment #3 of the C.R. 54 Extension Pipeline Project has not been obtained, which prevents its timely design and construction. Therefore, the Developer has elected to make a payment to the County in lieu of designing, permitting, and constructing Segment #3 of the C.R. 54 Extension Pipeline Project (specifications, deadlines, terms, and obligations related to the same are set forth in the Development Agreement) and the

County has agreed to allocate such funds towards the construction of the C.R. 54 North Pipeline Project in order to provide much needed roadway capacity in the area of the Project. The estimated cost of the S.R. 54/56 Pipeline Project is twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) in 2004 dollars. The Developer shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project, regardless of cost, pursuant to the terms of the Development Agreement discussed in subsection n. (5) below; however, the County agrees to reimburse the Developer for (1) all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty-eight and six tenths percent (48.6%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project above twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00). County reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact/mobility fee credits as set forth in the Development Agreement discussed in subsection n. (5) below. The S.R.54/56 Pipeline Project and all required County reimbursements for such projects are complete, other than the use of impact/mobility fee credits by Developer or its permitted designees for such project.

The County acknowledges that upon (a) the payment of the \$6,000,000.00 contribution for the C.R. 54 North Pipeline Project in the timeframe required by the Development Agreement, (b) the construction and/or installation of the improvements noted in Exhibit "K" (the "Remaining Improvements"), and (c) the granting of a non-exclusive construction and slope easements to the County (as further described in the Development Agreement), which may be conveyed by an owner's association, as applicable, Developer shall have satisfied all of its obligations for the Pipeline Projects, shall be deemed to have fully mitigated for all transportation impacts associated Phase I of the DRI, and the DRI shall be unequivocally vested for transportation concurrency/timing and phasing purposes for Phase I until November 2, 2026; provided, however, that nothing shall relieve Developer of its site access obligations as set forth in Section 5(n)(3) hereof or in more detail in the Development Agreement, or the payment of applicable impact/mobility fees.

(5) Development Agreement: The County and Developer, following review by the Florida Department of Transportation (FDOT), have entered into a Development Agreement attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects. The Development Agreement also

contains: (a) the final detailed scope of the Pipeline Projects, (b) phasing requirements for the C.R. 54 Extension Pipeline Project, (c) a schedule for design, permitting, right-of-way acquisition, and construction of the Pipeline Projects, and/or payment in lieu of such requirements, to ensure that the Pipeline Projects are expeditiously constructed, (d) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further building permits or development approvals shall be issued until the Pipeline Projects have been recommenced to the satisfaction of the County, (e) provisions for assistance from Pasco County in the acquisition of right-of-way, and Developer right-of-way dedication requirements, for the Pipeline Projects as needed, (f) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule, (g) provisions addressing the payment of transportation impact/mobility fees and transportation impact/mobility fee credits, (h) insurance and indemnification requirements, and (i) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in subsection n.(4) above or which remove any condition required by Rule 9J-2.045, F.A.C. shall be amended in the Development Order through the NOPC process pursuant to Chapter 380, F.S.. All other amendments to the Development Agreement shall not require a NOPC or Development Order amendment.

(6) Traffic Monitoring

Eighteen months following construction plan approval, for vertical construction, of fifty (50) percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval, for vertical construction, of sixty-five 65 percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of PM peak-hour trip generation, whichever date is earlier, the Developer shall institute an annual monitoring program and provide annual monitoring reports to Pasco County, the Tampa Bay Regional Planning Council, and FDOT to verify that the allowable trips are not exceeded. The total driveway trips of the development shall not be allowed to exceed 3043 inbound and 3381 outbound p.m. peak-hour trips, for a total of 6424 p.m. peak-hour trips. The total pass by trips the development shall not be allowed to exceed is 1,472 p.m. peak-hour trips (sum of both directions). The monitoring program shall be in accordance with the following:

(a) The monitoring program shall obtain traffic field counts at appropriate locations to accurately measure the total and directional gross external trips, net external trips, diverted trips, and passerby trips. The counts shall be collected in accordance with acceptable engineering standards as approved by Pasco County.

(b) The counts shall consist of weekday p.m. peak directional counts from 4:00 p.m. to 6:00 p.m., with subtotals at fifteen (15) minute increments at all project entrances. The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4)

consecutive fifteen (15) minutes totals will be summed to determine the project's total p.m. peak-hour traffic volume.

(c) The total count shall include net external trips, diverted trips, and pass-by trips for this development.

(d) If the monitoring reports indicate that the allowable trips are exceeded by more than five (5) percent or if the annual reports are not submitted within thirty (30) days of its due date Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and amend the DO to change or require additional improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

(7) **Transportation System Management (TSM) Program**

In the first year following the issuance of a Certificate of Occupancy for the first office development in the project, the Developer or its successor shall initiate a TSM program to divert vehicle trips from the p.m. peak-hour. The TSM program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM program shall be included in each Biennial Report.

o. **Air Quality**

(1) BMP, as identified in the ADA, shall be employed during site preparation and construction to minimize air quality impacts.

(2) Prior to preliminary plan approval in Phase 2 of the project, the Applicant/Developer or its successor shall submit an air-quality analysis regarding applicable Phase 2 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

(3) In the event that the required transportation analysis identifies additional intersection improvements needed to accommodate the impacts of the Project, DRI-level analysis for potential air-quality impacts shall also be conducted and the results provided to the TRBPC, the FDEP, and Pasco County for review. Any improvements determined necessary to mitigate air quality impacts shall be required in a DO amendment.

p. **Educational Facilities**

The Applicant/Developer agrees to pay school impact fees as full mitigation for the impacts of the residential component of the Project on the Pasco County school system in accordance with the terms of the LDC , as amended.

q. **Recreation and Open Space**

The Applicant/Developer shall comply with the Neighborhood Parks Provisions of the LDC , as amended.

r. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services (EMS) service to the development. The Pasco County Sheriff's Office shall provide law enforcement services to the development. The Applicant/Developer shall be required to pay impact fees for all such services.

(2) The Applicant/Developer shall review the concepts of "fire safe communities" as provided by the Division of Forestry, FDACS, and implement all appropriate measures.

(3) The Applicant/Developer shall coordinate with the Pasco County Sheriff's Office prior to construction to incorporate reasonable security features throughout the project.

(4) The Applicant/Developer shall provide the Pasco County Sheriff's Office 600 square feet of finished shell space in the main regional retail complex for use as a Sheriff's Substation to facilitate law enforcement activities (mutually acceptable location). Said space shall be accessible directly from the exterior of the building that said space will be located within. In addition, a tourist center may be an ancillary use within the Sheriff's substation. The space shall be provided at no cost to the Sheriff's Office.

s. Housing

The Applicant/Developer has completed an Affordable Housing Assessment for the nonresidential component of the Project in accordance with the agreements reached at the DRI Preapplication Conference for the development conducted on January 28, 2002, and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units for development of all planned retail commercial, hotel, and office uses.

t. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

u. General Conditions

(1) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the Biennial Report.

(2) In the event ordinances or resolutions are adopted by the Board of County Commissioners establishing County impact fees for the purpose of funding solid waste, public safety, and/or wildlife mitigation, the Applicant/Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(3) Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Applicant/Developer in accordance with Rule 9J-2.0252, FAC.

6. Procedures

a. Biennial Reports

(1) Monitoring of the DRI by Pasco County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a Biennial Report on the required form to the Pasco County Planning and Development Department, the TBRPC, and the FDEO on April 26, 2005 and every two (2) years during the term of this DO. The contents of the Biennial Report shall meet the requirements of Section 380.06(18), F.S., and shall include all additional data and information as required in this DO.

(3) If the Biennial Report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all ongoing development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately pursuant to Section 380.06(17), F.S., as amended, until a public hearing has been held, pursuant to Section 380.06(19), F.S., as amended, to determine if a substantial deviation has occurred.

(4) In addition to the required elements of the Biennial Report, the Applicant/Developer shall include:

(a) The cumulative number of units developed through the land use tradeoff mechanism.

(b) The cumulative number of units (by type and square feet of retail and office/by number of rooms for hotels) with site plan approval (preliminary plan/construction plan/site plan), final plat approval, and Certificates of Occupancy.

(c) A synopsis of all DRI and zoning amendments.

(d) A synopsis of ownership (major parcels).

(e) A list of DRI/DO conditions of approval and whether the Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

Future proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), F.S., as amended, prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, the FDCA, and Pasco County.

c. Notice of Adoption

(1) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), F.S., as amended.

(2) The Clerk of the Circuit Court, Board Records, for the Board of County Commissioners shall return six (6) signed originals of this DO and one (1) original Notice of Adoption to the

Planning and Development Department. The Planning and Development Department shall then send the originals to the FDEO, the TBRPC, and to the attorneys-of-record of these proceedings.

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

DONE AND RESOLVED this 18th day of November, 2014.

 (SEAL) ORGANIZED JUNE 2nd 1887
Paula S. O'Neil
PAULA S. O'NEIL, CLERK & COMPTROLLER

[Signature]
CHAIRMAN

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

APPROVED
IN SESSION
NOV 18 2014
PASCO COUNTY
BCC

NOTICE OF ADOPTION OF THE AMENDED, RESTATED AND CONSOLIDATED
DEVELOPMENT ORDER FOR THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 15-36, dated November 18, 2014, has amended the development order (DO) for a Development of Regional Impact known as Cypress Creek Town Center Development of Regional Impact. The above-reverenced DO constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO.

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

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

RESOLVED this 18th day of November, 2014.



Paula S. O'Neil
PAULA S. O'NEIL, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

Scott Phillips
CHAIRMAN

APPROVED
IN SESSION
NOV 18 2014
PASCO COUNTY
BCC

EXHIBITS

- A ADA*; Sufficiency Responses* and NOPC Application*
- B TBRPC DRI Final Report* & NOPC Report
- C Legal Description
- D Developer's Commitments
- E Land Use Equivalency Matrix
- F Revised Map H - Master Plan
- G Transportation Impact Summary & Proportionate Share Calculation
- H Development Agreement*
- I Cypress Creek Outstanding Florida Waters Boundary Map
- J Wetlands Boundary Map
- K List of Remaining Improvements

* Incorporated by reference only—on file with the Pasco County Growth Management Department

EXHIBIT B

OR BK **9121** PG **1784**
30 of 47

NOPC REPORT

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 338.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4 of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly

described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 877.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1385.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.88 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.81 feet; 15) N.82°11'08"W., 188.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 81.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 108.64 feet; 37) N.89°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1478.81 feet to the POINT OF BEGINNING.

EXHIBIT D

DEVELOPER'S COMMITMENTS
DRI NO. 252 - CYPRESS CREEK TOWN CENTER
PASCO COUNTY

The following commitments have been made by, or on behalf of, the Applicant/Developer in the ADA, the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

General

1. A new roadway through the south parcel may be created as an extension of C.R. 54 south from its intersection with S.R. 56 (ADA/Page 10.4).
2. The office uses located on the north side of S.R. 56 will be designed in a campus setting nestled between two (2) large wetland areas and accessed via the internal roadway loop (ADA/Page 10.4).
3. Wetlands bordering Cypress Creek on the south of the project will remain largely in their natural state, providing for natural site drainage and overall project aesthetics (ADA/Page 10.11).
4. The multifamily residential land uses within the DRI will contain both active and passive, private, recreation facilities for use by their residents. It could be expected that swimming, tennis, hiking/nature trails, and similar facilities would be provided (ADA/Page 10.11).
5. Much of the on-site wetland system associated with Cypress Creek, including mixed wetland forest, cypress strands, swamps, and marshes of the Project, will be protected and maintained, thus preserving the functioning of these natural systems (ADA/Page 10.13).
6. The project's stormwater management system will be integrated into the natural wetlands ensuring that surface and groundwater quality during and after development will meet or exceed all State and local water-quality standards (ADA/Page 10.14).
7. The project will utilize approved methodologies for prevention of fugitive dust particles during construction (ADA/Page 10.14).
8. The Project will provide access for its residents through the creation of recreational easements developed in conjunction with on-site ponds and wetland areas to maintain accessibility to natural resources (ADA/Page 10.14).
9. The Project will comply with their requirements for installation of water-saving fixtures and adherence to water-conserving maintenance practices (ADA/Page 10.14).
10. Access to natural systems on site will be provided for residents of the project through methods, such as boardwalks and/or nature trails (ADA/Page 10.15).
11. Preserved on-site wetlands will be retained in their natural state or enhanced in an effort to address impacts related to prior access and poor quality attributable to recent agricultural and silviculture operations (ADA/Page 10.15).
12. Where impacts are anticipated, permitting and mitigation standards will ensure that postdevelopment, natural and recreated resources are at least equal to and most likely higher quality and of a greater quantity than those existing in predevelopment condition (ADA/Page 10.17).
13. The project will utilize public wastewater collection and treatment services as well as reuse water supply, if available (SR1/Page 10.4).
14. Wetland mitigation is proposed to occur within the Hillsborough River Basin containing the proposed project (SR1/Page 10.6).

Vegetation and Wildlife

15. In the case of gopher tortoises, the Applicant/Developer intends to provide mitigation for take of tortoises through donation to the FFWCC mitigation bank (ADA/Page 12.13).

16. Loss of existing on-site wetland habitat will be mitigated through enhancement, restoration, and creation of wetlands in the Hillsborough River Basin. Regionally, no loss of breeding or foraging habitat for cranes is anticipated (ADA/Page 12.13).
17. The mitigation program will replace wetland functions lost on site with a greater quality and function of restored wetlands on and off site (SR1/Page 12.4).
18. The Applicant/Developer is preserving the entirety of Cypress Creek OFW lands located on the site. The proposed roadway crossing over Cypress Creek will be designed to minimize impacts to the environmentally sensitive areas (SR1/Pages 10.10 and 12.5).
19. The Applicant/Developer will commit to the roadway crossing having an adequate underpass to accommodate wildlife and that the remainder of the Cypress Creek OFW be set aside as preservation area (SR1/Pages 10.11 and 12.6).
20. Prior to development, appropriate permits will be obtained from the FFWCC to handle incidental "take" of listed species, including the gopher tortoise and its commensals (SR1/Page 12.6).
21. If cranes are nesting in a wetland, construction in or adjacent to that wetland will be avoided until the cranes have completed nesting (SR1/Page 12.7).
22. Any roadway crossing over Cypress Creek will allow wildlife movement under the roadway (SR1/Page 12.8).
23. Wetland impacts due to surface-water management will be mitigated within the overall off-site mitigation solution being developed (SR2/Page 12.3).
24. Oversized littoral zones will be constructed at the outfalls of each [pond] system (SR3/Page 12.1).
25. The bottom of wet pond, littoral zones will be covered with partially degraded, vegetative matter and peaty materials that possess natural ion-exchange abilities (SR2/Page 12.2).
26. It is anticipated that the surface-water monitoring plan will require sampling during and following construction to ensure that water quality on and exiting the site remains the same or is improved by the proposed surface-water management system (SR2/Page 12.3).
27. Through an approved wetland mitigation plan, the Applicant/Developer will provide at least as much foraging habitat, through an as yet undetermined combination of wetland enhancement, restoration, and creation as is lost onsite. (SR2/Page 12.5)
28. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).

Wetlands

29. The Applicant/Developer will use BMP, such as silt fencing and hay bales to protect wetlands during construction (ADA/Page 13.3).
30. Several techniques will be used to maintain/restore the preserved wetlands in a natural state (SR1/Pages 13.2 and 13.3):
 - a. During construction, wetlands will be protected from erosion and siltation by placement of silt fences, hay bales, or other appropriate measures.
 - b. An average twenty-five (25) foot buffer will be maintained between wetlands and developed areas.
 - c. Pretreatment areas such, as grease baffles, swales, or other measures to reduce entry of oils, trash, etc., into the wetlands will protect wetlands incorporated into the surface-water management system.
 - d. Key elevations (seasonal-high water and normal pool) will be established for any wetland to be incorporated into the surface-water management system.
31. All water-control structures will be designed to maintain natural hydroperiods and water levels in the natural wetlands. During the engineering design phases of the project, appropriate analyses will be conducted to establish appropriate depths for the floodplain-compensation areas and to provide either

- adequate distance or engineering solutions that will prevent the dewatering of wetlands (SR1/Page 13.2).
32. There will be no stormwater discharges directly into any area mapped as part of the Outstanding Florida Water (SR1/Page 13.7).
 33. The Applicant/Developer will place stipulations in any sales or lease agreements that prohibit discharges to groundwater (SR1/Page 13.7).
 34. The Applicant/Developer will place stipulations in the sales or lease agreements that developers of individual parcels must comply with xeriscape principles and principles of the Florida Yards and Neighborhoods (FY&N) Program to the extent the latter apply to retail and office settings (SR1/Page 13.8).
 35. The Applicant/Developer will conduct such testing (geotechnical investigation) as is appropriate to support the surface water management system design and construction engineering processes. (SR1/Page 13.9).
 36. Although wetlands are proposed to be removed from the project site, substantial mitigation for those impacts will be provided that will result in an increased in total quantity of wetlands within the Hillsborough River Basin and/or enhancement/improved quality of other wetlands within the watershed (SR2/Page 10.2).
 37. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).
 38. Mitigation will occur within the Hillsborough River Basin (SR3/Page 13.5).
 39. Conservation easement(s) will be provided for mitigation areas (SR3/Page 13.5).
 40. The developer shall submit a detailed Ecosystem Improvement Plan ("Ecosystem Plan") prior to approval of any preliminary site plan or preliminary plan that would impact any on-site wetlands. The Ecosystem Plan shall include a "net ecosystem benefit," as defined in Section 403.0752, F.S. (SR4/Page 13.2).
 41. The Ecosystem Plan shall be designed to meet the Future of the Region Strategic Regional Policy Plan, Regional Goal 4.5 and related policies (SR4/Page 13.3).
 42. Within proposed DO conditions, the amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on site) and the gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD(SR4/Page 13.3).
 43. The proposed mitigation will be in some combination of wetland creation, enhancement, and preservation that will provide greater relative values of function than the areas to be affected. The mitigation is proposed to enhance regional, wetland functions in a manner that will be permanent (SR4/Page 13.8).
 44. More detailed, in-depth analysis (of stormwater treatment) will be conducted when the mall layout has been determined. No treatment ponds will outfall into the OFW, so further wetland treatment will occur before water reaches the OFW (SR4/Page 13.9).
 45. The Applicant/Developer is willing to encumber the remaining wetlands (postdevelopment) with a conservation easement (SR4/Page 13.10).

Water Quality

46. The wetlands that will be retained after the proposed development will be buffered by swales and stormwater ponds that are created for stormwater attenuation and treatment for the project (ADA/Page 14.3).
47. The surface-water management system proposed for the site will be designed to protect surface-water quality through the use of grass-swale systems, surface-water detention ponds, and stormwater-attenuation ponds. The design will incorporate on-site detention of the first one (1) inch of runoff (ADA/Page 14.4).
48. Construction BMPs will be used to prevent construction-related, turbidity and erosion problems (ADA/Page 14.5).

49. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
50. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade, then seeded or sodded as required (ADA/Page 19.5).
51. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
52. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
53. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
54. Before disturbance occurs in any area of construction, perimeter controls, sediment traps, basins, and diversions will be in place to control runoff and capture sediments. Areas in the vicinity of water bodies, wetlands, slopes, etc., will be prioritized to receive effective stabilization as quickly as possible, preferably prior to the next anticipated precipitation event and always within seven (7) days of disturbance. Graded areas that will not be the focus of ongoing construction will be mulched immediately rather than waiting until all project grading is done. Any construction roads will be stabilized to prevent off-site sedimentation and to keep sediments off of public roads and completed project roads (SR2/Pages 14.2-14.3).

Soils

55. Spoil derived from soils unsuited for construction will be used to the extent feasible in landscape berms and similar areas (ADA/Page 15.5).
56. Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify the County and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by the County and the SWFWMD (SR3/Page 15.1).

Floodplains

57. In the postdevelopment situation, the floodplain limits will be contained within the stormwater management system. No proposed development will lie within the revised floodplain (SR2/Page 16.1).
58. The pond south of the development adjacent to Cypress Creek will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).

Water Supply

59. The development will commit to encourage the use of water-conserving, landscape materials and the responsible use of water, pesticides, and fertilizers by the occupants (ADA/Page 17.3).
60. The Applicant/Developer will use the lowest quality of water available for irrigation purposes. Those sources will include nonpotable quality groundwater, stormwater, and/or reclaimed water (when available). Irrigation systems shall be designed, installed, and operated for water-use efficiency (ADA/Page 17.3).
61. For the purpose of potable-water conservation, installation of high-efficiency (low volume), plumbing fixtures, appliances, and other water-conservation devices shall be used (ADA/Page 17.3).
62. The above-referenced water-saving measures will be enforced through such devices as deed restrictions, property owners' associations' rules and regulations and/or building design standards (ADA/Page 17.3).

63. The developer has no objections to a requirement that excavations for retention/detention facilities will not remove any of the confining clay unit and in no event will contact the limestone aquifer (SR1/Page 17.2).
64. The Applicant/Developer will request a commitment for service from the public reuse system (since it has been installed adjacent to the subject property) (SR3/Page 17.1).

Wastewater Management

65. Interim use of septic tanks may be requested although it is not expected that septic tanks will be used on site (ADA/Page 18.2).
66. At such time as those uses (for sales offices, construction trailers and the like) are no longer needed, the "interim" septic tanks would be removed (SR1/Page 18.1).
67. The DRI project will utilize reuse water if sufficient quantities are available from Pasco County to meet the project's demands and if the water quality provided is such that it does not degrade groundwater quality (SR1/Page 18.2).

Stormwater Management

68. There will be a floodplain mitigation pond south of the development adjacent to Cypress Creek. That pond will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).
69. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
70. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade then seeded or sodded as required (ADA/Page 19.5).
71. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed (ADA/Page 19.6).
72. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
73. All side slopes and maintenance berms (of detention ponds) will be periodically mowed and cleaned. During the mowing operation, the ponds will be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade with seeding or sodding as required. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides, and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlines for pipes, inlets, and grates (ADA/Page 19.6).
74. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
75. The development will be designed with the most efficient method for stormwater treatment, which is the construction of wet detention/bioretenion systems (SR4/Page 19.1).

Solid Waste/Hazardous Waste/Medical Waste

76. No hazardous wastes are anticipated for this project; however, commercial and/or office tenants will be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the disposal of such materials (ADA/Page 20.2).

Transportation

77. The Project supports transit use and will work with Pasco County or other appropriate entities to make transit service available to the site at such time as service becomes available. All primary access

points and major internal-circulation roadways will be designed and constructed to provide sufficient geometry to accommodate transit vehicles (ADA/Page 21.8).

Air Quality

78. To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust (ADA/ Page 22.1).

Hurricane Preparedness

79. The Applicant/Developer will coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane- and wind-resistant technology into the design criteria of all commercial, office and hotel facilities (ADA/Pages 23.1 and 23.2).

Recreation and Open Space

80. Approximately 82.2+ acres, or more than 16 percent of the site, will be available in the form of open space and wetlands (ADA/Page 26.1).

Health Care

81. At the present time, it is anticipated that the office use will not contain medical offices (SR1/Page 28.1).

Energy

82. Xeriscape landscaping methods will be recommended wherever possible to reduce irrigation and energy needs by selecting and grouping plants with similar water needs that are most suitable to the climate and conditions of the area (ADA/Page 29.3).

EXHIBIT E (Revised 2014)
 CYPRESS CREEK TOWN CENTER DRI
 PHASE 1 - LAND USE EQUIVALENCY MATRIX

Change To:	Office	Retail (northside)	Hotel (northside)	Multi-Family (northside)	Retail (southside)	Hotel (southside)	Movie Theater
Change From:	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office							
Retail (northside)	1,111 sff/ksf (1,1113)	N/A	3,29 mfk/sf (3,2926)	N/A	991 sff/ksf (0,9905)	3,12 mfk/sf (3,1193)	20,23 seat/ksf (20,2250)
Hotel (northside)	338 sff/m (0,3375)	304 sff/m (0,3037)	N/A	N/A	301 sff/m (0,3008)	0,95 mfk/m (0,9474)	6,75 seat/m (6,7500)
Multi-Family (northside)	348 sff/du (0,3481)	313 sff/du (0,3133)	1,03 mfk/du (1,0316)	N/A	310 sff/du (0,3103)	0,98 mfk/du (0,9772)	6,96 seat/du (6,9625)
Retail (southside)	1,122 sff/ksf (1,1219)	1,010 sff/ksf (1,0096)	3,32 mfk/sf (3,3240)	N/A	N/A	3,15 dkf/ksf (3,1491)	22,44 seat/ksf (22,4375)
Hotel (southside)	356 sff/m (0,3563)	321 sff/m (0,3206)	1,06 mfk/m (1,0556)	N/A	318 sff/m (0,3176)	N/A	7,125 seat/du (7,125)
Movie Theater	N/A	N/A	N/A	N/A	44,5682 sff/seat	N/A	N/A

1 Land use exchanges are based on net external p.m. peak hour two-way project traffic. Use of this matrix shall be limited to the following minimums and maximums to ensure that impacts for transportation, water, wastewater, solid water, and affordable housing are not exceeded.

Land Use	Minimum	Approved	Maximum ⁴
Office	120,000 sf	120,000 sf	600,000 sf
Retail (northside)	250,000 sf	600,000 sf	1,100,000 sf
Hotel (northside)	0 rooms	150 rooms	800 rooms
Multi-Family (northside)	120 dws	230 dws	230 dws
Retail (southside)	1,000,000 sf	1,300,000 sf	1,800,000 sf
Hotel (southside)	0 rooms	200 rooms	800 rooms
Movie Theater	- (-)	- (-)	4,000 seats

Example exchanges: Add 100 Hotel rooms (northside) by reducing Retail (northside), 100 rooms + 3.2926, retail factor =30.371; reduce retail by 30,371 sq

Actual Equivalency factor for use in calculations

Maximums are intended to set the outside limit for each individual land use listed in the "Land Use" column. Any land use mix achieved through the use of this Trade-Off matrix cannot generate impacts which exceed those generated by the land use mix approved in this Development Order.

EXHIBIT F

REVISED MAP H - MASTER PLAN

OR BK **9121** PG **1796**
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EXHIBIT G

TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE CYPRESS CREEK TOWN CENTER DRI					
Intersection 1 Phase 1 (2021)	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share	
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122	
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a	
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000	
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996	
S.R. 54/C.R. 577		n/a	19.2	n/a	
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a	
S.R. 56/I-75	EB Left	\$691,200	100.0	\$691,200	
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550	
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200	
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a	
C.R. 581/Cross Creek Freeway Ramps	NB/SB Thru and Left	\$100,000	6.4	\$6,400	
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200	
I-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
PHASE 1 TOTAL		\$4,322,200		\$2,408,668	

Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road

ROADWAY IMPROVEMENT PROPORTIONATE SHARE CYPRESS CREEK TOWN CENTER DRI												
Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount		
S.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ²	221	930	0.2376	3,382,166	803,603		
S.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ²	253	930	0.2720	3,382,166	919,949		
S.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ²	411	930	0.4419	1,360,793	601,335		
S.R. 54	Collier Parkway to Livingston - WB	4 LD	0.618	6 LD	2,201,931 ²	470	930	0.5054	1,360,793	687,745		
S.R. 54	Livingston to Cypress Creek Run - EB	4 LD	1.222	6 LD	2,201,931 ²	559	930	0.6011	2,690,760	1,617,416		
S.R. 54	Livingston to Cypress Creek Run - WB	4 LD	1.222	6 LD	2,201,931 ²	488	930	0.5247	2,690,760	1,411,842		
S.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ²	559	930	0.6011	1,067,937	641,937		
S.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ²	716	930	0.7699	1,067,937	822,204		
C.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	219,931		
C.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413		
C.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,559,868		
C.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224		
C.R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374		
C.R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010		
S.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283		
S.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634		
S.R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309		
S.R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198		
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ²	186	870	0.2136	3,547,704	758,499		
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ²	213	870	0.2448	3,547,704	868,478		
I-75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759		
I-75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637		
I-75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	960,604		
I-75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,881		
I-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1882	4,933,250	829,773		
I-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721		
TOTAL PHASE 1									68,181,169	20,583,426		

² See Per Mile Roadway Improvement Costs Worksheet Appended
³ Future Service Volume Less Existing Service Volume
⁴ Project Traffic Divided By Service Volume Increase

EXHIBIT I

CYPRESS CREEK OFW BOUNDARY MAP

EXHIBIT J
WETLANDS BOUNDARY MAP

OR BK **9121** PG **1800**
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EXHIBIT K

LIST OF REMAINING IMPROVEMENTS



PASCO COUNTY, FLORIDA

FAX
DADE CITY
LAND O' LAKES
NEW PORT RICHEY

(727) 847-8901
(352) 521-4279
(813) 996-7341
(727) 847-8132

ZONING AND SITE DEVELOPMENT
WEST PASCO GOVERNMENT CENTER
8731 CITIZENS DRIVE, SUITE 210
NEW PORT RICHEY, FL 34654

February 1, 2012

John R. Sierra, Jr., President
Pasco 54, Ltd, Pasco Ranch, Inc. and JG Cypress, LLC
509 Guisando de Avila, Suite 200
Tampa, FL 33613

RE: Cypress Creek Town Center DRI No. 252
Request for 6 months and 113 days extension

Dear Mr. Sierra:

Please be advised that the following dates for the above referenced project have been extended pursuant to via the Governor's Emergency Order Numbers 11-128, 11-172 and 11-202. Please note that the tolling period for the three Executive Orders referenced above has actually been interpreted to be 306 days rather than 293 days you have recognized.

State/Regional Dates:

Presuming agreement by the TBRPC, the state/regional build-out dates would be as follows:

- The build-out date for state/regional purposes is hereby extended from:
 - December 31, 2025 to November 2, 2026 (includes 306 days extension)
- The down-zoning/expiration date for the Development Order is hereby extended from:
 - December 31, 2033 to November 2, 2034 (includes 306 days extension)

Other Eligible Dates:

See Exhibit C; however any transportation concurrency related extensions are subject to the Transportation Concurrency section below.

Transportation Concurrency:

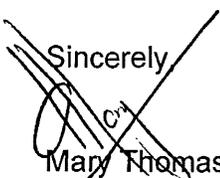
Staff will not be issuing a renewed Initial Certificate of Capacity for transportation concurrency purposes as this project is located within the County's Urban Service Area/Transportation Concurrency Exception area. Pursuant to Ordinance 11-08, projects located in this area shall be exempt from the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

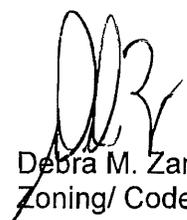
- The local build-out date shall be extended from December 31, 2025 (Phase I) to November 2, 2026 (includes the 306 days extension)

This extension is granted pursuant to Governor's Emergency Order Numbers 11-28, 11-172 & 11-202. By accepting this extension, the applicant acknowledges that there are portions of above referenced Emergency Orders that are ambiguous, and that there are contrary interpretations of them. By accepting this extension, the applicant agrees to hold Pasco County harmless in the event a court of competent jurisdiction determines that the extensions granted by Pasco County were not legally granted.

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

Sincerely,


Mary Thomas
Engineer II


Debra M. Zampetti
Zoning/ Code Compliance Administrator

cc: John Meyer, Tampa Bay Regional Planning Council (johnm@tbrpc.org)
Cynthia D. Spidell, DRI Coordinator & Sr. Planner (cspidell@pascocountyfl.net) CA
File



PASCO COUNTY, FLORIDA

252

NEW PORT RICHEY
DADE CITY
LAND O' LAKES
FAX

(727) 847-8193
(352) 521-4274
(813) 996-7341
(727) 847-8084

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

December 24, 2009

Mr. Mike McDaniel
Chief of Comprehensive Planning
Bureau of State Planning
Florida Department of
Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Cypress Creek Town Center Ranch – Development of Regional Impact No. 252
Amended and Restated Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Cypress Creek Town Center Ranch Development of Regional Impact #252, Amended and Restated Development Agreement, which is hereby rendered in accordance with Section 163.3239, Florida Statutes. This development agreement was approved by the Pasco County Board of County Commissioners on December 15, 2009, was recorded in the public records of Pasco County on December 24, 2009.

Sincerely,

Cynthia D. Spidell, MBA
Senior Planner & DRI Coordinator

Enclosure

cc: John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd., Suite 100,
Pinellas Park, FL 33782
Daniel Santos, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612
John White, COO & General Counsel, Sierra Properties, 509 Guisando De Avila, Suite 200,
Tampa, FL 33613



Rcpt: 1279750 Rec: 554.00
 DS: 0.00 IT: 0.00
 12/24/09 _____ Dpty Clerk

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND PASCO 54, LTD., PASCO RANCH, INC., AND JG CYPRESS CREEK LLC FOR CYPRESS CREEK TOWN CENTER, DEVELOPMENT OF REGIONAL IMPACT NO. 252

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (BCC), hereinafter called "COUNTY," and Pasco 54, Ltd., Pasco Ranch, Inc. and JG Cypress Creek LLC, collectively hereinafter called the "DEVELOPER."

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
 12/24/09 11:46am 1 of 65
 OR BK **8239** PG **319**

WITNESSETH:

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

WHEREAS, on April 26, 2005, the COUNTY approved an Amended and Restated Development Order (DO) with conditions for the Development of Regional Impact (DRI) No. 252 in response to an Application for Development Approval (ADA) for DRI No. 252 and to implement a settlement agreement with the Florida Department of Community Affairs pursuant to Section 380.032(3), F.S. on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and

WHEREAS, Exhibit G attached to the DO, and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code (FAC), allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Exhibit G to the DO, and attached hereto as Exhibit B; and

WHEREAS, Rule 9J-2.045, FAC, allows the DEVELOPER'S proportionate share contribution to be applied to expeditiously construct one (1) or more of the roadway improvements identified in the DO; and

WHEREAS, the DO establishes the amount of Twenty-Two Million Nine Hundred Ninety-Two Thousand Ninety-Four and 00/100 Dollars (\$22,992,094.00) as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build-out of Phase 1 of the Project and requires the DEVELOPER to construct, or otherwise mitigate for, improvements to S.R. 56, S.R. 54, and C.R. 54 Extension as described in this DA (the "Pipeline Projects"); and

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to accept the application of the DEVELOPER'S proportionate-share contribution toward the construction of the Pipeline Projects as

adequately mitigating the extra-jurisdictional impacts of the Project on the significantly impacted State and regional roadways; and

WHEREAS, the DEVELOPER and COUNTY desire to enter into this written DA to provide further details concerning the obligations of the parties with respect to the Pipeline Projects, and to ensure consistency between the DO and this DA; and

WHEREAS, the DEVELOPER and the COUNTY desire to amend this written DA to (1) provide alternatives for the C.R. 54 Extension Segment 3 mitigation requirements, (2) add the sharing arrangement for the roadway lighting and SCATS on S.R. 56, (3) to update the impact fee language, and (4) make other required changes; and

WHEREAS, in order to provide a single development agreement document incorporating all applicable provisions of the initial development agreement, this DA has been prepared; and

WHEREAS, the BCC has reviewed this DA, as well as related testimony and evidence submitted by each party and members of the general public.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified on Exhibit A. The holder of legal title includes Pasco 54, Ltd., Pasco Ranch, Inc., JG Cypress Creek LLC, Kohl's Department Stores, Inc. and Cypress TP Holdings LLC.

b. Duration and Effective Date: The effective date of the original Development Agreement was June 10, 2005. This DA shall be for a duration of twelve (12) years from the effective date of this DA (the DA Amendment Approval Date), subject to any conditions precedent or termination provisions herein.

c. Development Uses of Land: On November 23, 2004, the BCC adopted Petition No. 6288 to rezone the Project from A-C to MPUD. Rezoning Petition No. 6288 and the DO set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through improvements to S.R. 54, S.R. 56 and the C.R. 54 Extension (the Pipeline Projects). Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 56, subject to a Utilities Service Agreement with the COUNTY. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the COUNTY'S approved construction plans, and satisfaction of all COUNTY, State and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated November 23, 2004 and this DA.

f. Local Development Permits Needed: Prior to the construction of the Pipeline Projects, the party responsible for construction shall obtain any necessary development approvals in accordance with the COUNTY Land Development Code (LDC). This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that the Project, as conditioned, permitted, and proposed, is consistent with the COUNTY Comprehensive Plan and to the extent not vested will be subject to the COUNTY LDC.

h. Requirements Necessary for the Public Health, Safety and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens are identified and included within the MPUD Master Planned Unit Development zoning conditions, DO conditions and this DA.

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

j. Zoning and Comprehensive Plan Issues: The COUNTY Comprehensive Plan Future Land Use Map classifications for the Project are ROR (Retail/Office/Residential) and CON (Conservation Lands). Zoning for the Project is MPUD Master Planned Unit Development. The zoning of the Project is consistent with the land use classifications for the Project established in the Future Land Use Element of the COUNTY Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS:

a. Proportionate Share Amount. The DEVELOPER agrees to construct, or cause to be constructed as provided hereunder, pipeline improvements as mitigation for the Cypress Creek Town Center DRI, Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER'S proportionate share contribution for those improvement projects listed in Exhibit B (Required Phase 1 Improvements) attached hereto, is Twenty-Two Million Nine Hundred Ninety-Two Thousand Ninety-Four and 00/100 Dollars (\$22,992,094.00) (the Proportionate Share).

b. Identification of Pipeline Projects. The DEVELOPER has elected to design, permit, construct and acquire right-of-way (where necessary) for the S.R 54/56 Pipeline Project and has elected to design, permit and construct, or otherwise mitigate for as provided herein, the C.R. 54 Extension Pipeline Project to fully mitigate the transportation impacts of Phase 1 of the Project. The two pipeline projects are the extension of C.R. 54, which is estimated to cost at least Six Million and 00/100 Dollars (\$6,000,000.00) in 2004 dollars, and the widening of S.R. 54/56, which is estimated to cost Twenty-One Million One Hundred Fifty-Two Thousand Four Hundred Ninety-Eight and 00/100 Dollars (\$21,152,498.00) in 2004 dollars. The DEVELOPER'S and COUNTY'S respective obligations for the two (2) pipeline projects are set forth below. The two (2) pipeline projects are collectively referred to in this DA as "the Pipeline Projects".

(1) C.R. 54 Extension Pipeline Project. The first pipeline project is the design, permitting, and construction for a new extension of C.R. 54 from the intersection of S.R. 56, S.R. 54, and C.R. 54, south to County Line Road, including 1) the construction of a two-lane bridge over Cypress Creek, 2) additional intersection improvements, which are depicted on Exhibit D, attached hereto and incorporated herein, and 3) all shoulders, striping, signalization, signage, medians, stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the pipeline project (C.R. 54 Roadway Appurtenances) (collectively referred to herein as "the C.R. 54 Extension Pipeline Project"). The C.R. 54 Extension Pipeline Project will serve as the last link of a COUNTY roadway connecting S.R. 52 to County Line Road through Old Pasco Road and C.R. 54. This roadway will serve as a parallel facility to I-75, thus improving the capacity of I-75 (one of the roadways listed in Exhibit B), as well as improving the capacity of other north-south roadways near the Project such as C.R. 581, Collier Parkway, Livingston Road and Cypress Creek Road. In the event that the DEVELOPER'S final, approved design plans for the C.R. 54 Extension Pipeline Project vary from the right-of-way dedicated by the DEVELOPER pursuant to the requirements set forth herein, then the DEVELOPER shall convey to the COUNTY such additional right-of-way within the Project as is necessary to be consistent with its final design plans, and the COUNTY shall reconvey to the DEVELOPER any portion of the dedicated right-of-way which is no longer consistent with the final design plans, provided that the final right-of-way donated by the DEVELOPER within the Project shall in all events remain not less than one hundred forty two (142) feet wide.

(a) C.R. 54 Extension– Segment No. 1 and No. 2. The DEVELOPER shall design, permit, construct and donate right-of-way for Segment No. 1 and Segment No. 2 of the C.R. 54 Extension Pipeline Project (described below), regardless of cost and at no cost to the COUNTY.

(i) C.R. 54 Extension Segment No. 1. The first 1,000 feet of the C.R. 54 Extension Pipeline Project south of the C.R. 54/S.R. 54/S.R. 56 intersection, or to the first Project entrance, whichever is greater, shall be designed, permitted and constructed by the DEVELOPER as a four (4) lane, divided, urban section, including all C.R. 54 Roadway Appurtenances necessary for a four (4) lane, divided, urban roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment (Segment No. 1). The design and permitting for Segment No. 1 shall be completed prior to or concurrent with the first construction plan approval for buildings within the Project south of S.R. 54/56, and the construction of Segment No. 1 shall be completed prior to issuance of the first Certificate of Occupancy (CO) for any building within the Project south of S.R. 54/56. The DEVELOPER shall dedicate, at no cost to the COUNTY, 142 feet of right-of-way for Segment No. 1 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment No. 1 is not eligible for, or entitled to, transportation impact fee (TIF) credits pursuant to the terms of the TIF Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and construction expenses incurred by the DEVELOPER for Segment No. 1 are not eligible for TIF credits or COUNTY reimbursement and are not eligible for credit against the Segment No. 3 Payment (which is defined as the payment by DEVELOPER of any sums to COUNTY under Alternatives 1, 2, 3, 4, 5 or 6 as set forth below). In addition, the Segment No. 3 Payment shall not relieve the DEVELOPER of its Segment No. 1 obligations as set forth in this subsection.

(ii) C.R. 54 Extension Segment No. 2. The segment of the C.R. 54 Extension south of Segment No. 1 and north of the entrance to the bridge over Cypress Creek shall be designed, permitted and constructed by the DEVELOPER as a two (2) lane undivided, rural section (offset), including all C.R. 54 Roadway Appurtenances necessary for a four (4) lane, divided, rural roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment (Segment No. 2). The design and permitting of Segment No. 2 shall be completed prior to or concurrent with the first construction plan approval for buildings within the Project south of S.R. 54/56, and construction of Segment No. 2 shall be completed as necessary to serve development of the Project south of Segment No. 1, or within twelve (12) months of COUNTY construction plan approval for Segment No. 3 (defined below), whichever occurs first. The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two (142) feet of right-of-way for Segment No. 2 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment No. 2 is not eligible for, or entitled to, TIF credits pursuant to the terms of the TIF Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and

construction expenses incurred by the DEVELOPER for Segment No. 2 are not eligible for TIF credits or COUNTY reimbursement and are not eligible for credit against the Segment No. 3 Payment. In addition, the Segment No. 3 Payment shall not relieve the DEVELOPER of its Segment No. 2 obligations as set forth in this subsection.

(b) C.R. 54 Extension –Segment No. 3. The segment of the CR 54 Extension Pipeline Project south of Segment No. 2 to County Line Road (Segment No. 3) shall be designed and permitted as a four (4) lane, urban roadway, and constructed by the Responsible Party (defined below) as a two (2) lane urban section (offset), including all CR 54 Roadway Appurtenances necessary for a four (4) lane, divided, urban roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this Segment No. 3. As used herein Segment No. 3 Right of Way shall mean the right-of-way (in no event less than one-hundred and forty-two (142) feet), necessary to design, permit and construct Segment No. 3 of the CR 54 Extension Pipeline Project consistent with Section 5.j. of this DA including any and all slope easements and right of way or easements for stormwater ponds, wetland mitigation, and floodplain mitigation. The DEVELOPER has dedicated at no cost to the COUNTY all portions of Segment No. 3 ROW within the Project. The COUNTY shall acquire all such portions of Segment No. 3 ROW lying outside the Project (Non-Project ROW). Pursuant to the Alternatives 1-4 noted below, the COUNTY shall either irrevocably acquire fee simple title (“Acquire” or “Acquires” or “Acquisition”) to the Non-Project ROW or, pursuant to Alternative 1 noted below, shall obtain a written enforceable irrevocable commitment which commitment ensures Acquisition of the Non-Project ROW within twenty-four (24) months of the DA Amendment Approval Date (“Non Project ROW Commitment”). Throughout this Agreement, the phrase “Alternative 1 and/or 2 County Election Deadline” shall mean that date which is 2 years from the DA Amendment Approval Date. Exhibit “F” to this DA, C.R. 54 Extension – Segment No. 3 Mitigation Alternatives Summary Table, provides a summary of the Segment No. 3 related alternatives detailed below.

(i) C.R. 54 Extension- Segment No. 3 – Alternative 1 and Alternative 2 Prerequisites. If the COUNTY obtains a Non-Project ROW commitment, or acquires, at no cost to DEVELOPER, the Non-Project ROW within two (2) years from the DA Amendment Approval Date then the COUNTY may elect Alternative 1 or Alternative 2 within the Alternative 1 and/or 2 County Election Deadline, by written notice to DEVELOPER. Specific details of each are set forth respectively as follows:

1) Alternative 1 – Upon timely receipt of written notice from the COUNTY to the DEVELOPER, that the COUNTY wants the DEVELOPER to construct Segment No. 3 and that the COUNTY has secured funds in excess of any amounts to be provided by DEVELOPER needed to complete design, permitting and construction of Segment No. 3 of the C.R. 54 Extension Pipeline Project (via performance guarantee or via funds committed for this purpose in the Pasco County Capital Improvements Program), the DEVELOPER shall be obligated to design, permit, and construct Segment No. 3 of the C.R. 54 Extension Pipeline Project. In such case the DEVELOPER shall be responsible for costs not to exceed Six

Million and 00/100 Dollars (\$6,000,000.00) plus interest at a percentage rate equal to three percent (3%) interest compounded annually from June 10, 2005, accruing to the date of the COUNTY'S notification to DEVELOPER of COUNTY'S election under Alternative 1 ("Alternative 1 Cap"). If the total cost to design, permit and construct Segment No. 3 exceeds the Alternative 1 Cap, then DEVELOPER shall be responsible only for any amounts up to the Alternative 1 Cap, and the COUNTY shall be responsible for and pay in cash any amounts in excess of this Alternative 1 Cap amount. The County's obligation to fund construction amounts in excess of the Alternative 1 Cap for Segment No. 3 is subject to availability of necessary funds in excess of the DEVELOPER'S Alternative 1 Cap. The DEVELOPER shall be entitled to apply any credits or offsets provided by 4.b.(1)(b)(iv)(9) and/or (10) toward DEVELOPER'S obligation up to the total amount of the Alternative 1 Cap; OR

2) Alternative 2 – The COUNTY may elect to design, permit and construct Segment No. 3, OR cause Segment No. 3 to be designed, permitted and constructed by a third party (not the DEVELOPER) IF prior to or concurrent with such Alternative 2 election the COUNTY (1) provides written guarantees that construction of Segment No 3 will be completed within 24 months from the receipt of all permits necessary for construction of Segment No. 3; AND (2) the COUNTY has secured funds (via performance guarantee or via funds committed for this purpose in the Pasco County Capital Improvements Program) in excess of the DEVELOPER'S Alternative 2A Cap (defined below) needed to complete design, permitting and construction of Segment No. 3 of the C.R. 54 Extension Pipeline Project. In the case of either such election, (subject to failures under (b) below), the DEVELOPER shall make payment to the COUNTY for costs limited to the reasonable actual, design, permitting and construction costs up to, but not exceeding Six Million and 00/100 Dollars (\$6,000,000.00) plus three percent (3%) interest compounded annually from June 10, 2005, accruing to the date of the COUNTY'S notification to DEVELOPER of COUNTY'S election under Alternative 2 ("Alternative 2A Cap"). COUNTY'S obligation to complete construction of Segment No. 3 is subject to availability of necessary funds in excess of the Alternative 2A Cap. The DEVELOPER shall be entitled to apply any credits or offsets provided by 4.b.(1)(b)(iv)(9) and/or (10) toward DEVELOPER'S obligation up to the total amount of the Alternative 2A Cap.

a) *IF* COUNTY elects to design, permit, construct and complete Segment No. 3 under Alternative 2, the COUNTY agrees to continuously pursue, in good faith, completion of any designs, receipt of any permits and completion of construction until Segment No. 3 of the C.R. 54 Extension Pipeline Project is completed; *BUT*

b) *IF* COUNTY designates a Third Party to design, permit, construct and complete Segment No. 3 and such third party fails to complete design, obtain all required permits, and commence construction within eighteen (18) months following Pasco's election of Alternative 2, *THEN* the COUNTY shall assume direct control and responsibility to complete remaining, design, permitting and construction of Segment No. 3. In such case, in lieu of making the payments up to the Alternative 2A Cap,

DEVELOPER shall make payment to the COUNTY for costs limited to the reasonable actual, design, permitting and construction costs up to, but not exceeding Six Million and 00/100 Dollars (\$6,000,000.00) plus interest at a percentage rate equal to the Pasco County Construction Costs Index for each such year, compounded annually, beginning from the second (2nd) anniversary of the DA Amendment Approval Date, to the date which is eighteen (18) months following the date of the COUNTY'S election under Alternative 2 ("Alternative 2B Cap"). In the event the COUNTY becomes obligated to directly complete construction of Segment No. 3, the COUNTY agrees to continuously pursue, in good faith, completion of any designs, receipt of any permits and completion of construction until Segment No. 3 of the CR 54 Extension Pipeline Project is completed. The DEVELOPER shall be entitled to apply any credits or offsets provided by 4.b.(1)(b)(iv)(9) and/or (10) toward DEVELOPER'S obligation up to the total amount of the Alternative 2B Cap.

(ii) C.R. 54 Extension –Segment No. 3 – If COUNTY Election regarding Segment No. 3 occurs after Alternative 1 and/or 2 County Election Deadline. If the COUNTY fails to duly make an election for Alternative 1 or Alternative 2 prior to the Alternative 1 and/or 2 County Election Deadline but has acquired the Non-Project ROW prior to December 31, 2015, the COUNTY shall be entitled, upon timely written notification to DEVELOPER prior to December 31, 2015, to elect Alternative 3 or Alternative 4 below.

1) Alternative 3 - Upon timely receipt of written notice from the COUNTY to the DEVELOPER, that the COUNTY wants the DEVELOPER to construct Segment No. 3, the DEVELOPER shall be obligated to design, permit, and construct Segment No. 3 of the C.R. 54 Extension Pipeline Project. In such case the DEVELOPER shall be responsible only for costs not to exceed Six Million and 00/100 Dollars (\$6,000,000.00) plus interest at a percentage rate equal to the Pasco County Construction Costs Index for each such year, compounded annually, beginning from the second (2nd) anniversary of the DA Amendment Approval Date and accruing until the date the COUNTY Acquires the Non-Project ROW ("Alternative 3 Cap"). If the total cost to design, permit and construct Segment No. 3 exceeds the Alternative 3 Cap, then DEVELOPER shall be responsible for any amounts up to the Alternative 3 Cap and the COUNTY shall be responsible for and pay in cash any amounts in excess of this Alternative 3 Cap amount. The County's obligation to fund construction in excess of the Alternative 3 Cap is subject to availability to COUNTY of necessary funds to complete construction. The DEVELOPER shall be entitled to apply any credits or offsets provided by 4.b.(1)(b)(iv)(9) and/or (10) toward DEVELOPER'S obligation up to the total amount of the Alternative 3 Cap; OR

2) Alternative 4 – County Elects to Construct. The COUNTY may elect to design, permit and construct Segment No. 3, IF prior to or concurrent with such timely Alternative 4 election the COUNTY (I) agrees that construction of Segment No 3. will be completed within 24 months from the date of the commencement of substantial construction; AND (II) the COUNTY has secured funds, (via performance guarantee or via funds committed for this purpose in the Pasco County Capital Improvements

Element Program) in excess of DEVELOPER'S Alternative 4 Cap (defined below), to complete design, permitting and construction of Segment No. 3 of the C.R. 54 Extension Pipeline Project. In such case, DEVELOPER shall make payment to COUNTY for costs limited to the reasonable actual, design, permitting and construction costs up to, but not exceeding Six Million and 00/100 Dollars (\$6,000,000.00) plus interest at a percentage rate equal to the Pasco County Construction Costs Index for each such year, compounded annually, beginning from the second (2nd) anniversary of the DA Amendment Approval Date and accruing until the date the COUNTY Acquires the Non-Project ROW ("Alternative 4 Cap"). COUNTY'S obligation to complete Construction of Segment No. 3 is subject to availability of necessary funds in excess of the DEVELOPER'S Alternative 4 Cap. The DEVELOPER shall be entitled to apply any credits or offsets provided by 4.b.(1)(b)(iv)(9) and/or (10) toward DEVELOPER'S obligation up to the total amount of the Alternative 4 Cap.

(iii) C.R. 54 Extension –Segment No. 3 –Other Alternatives.

1) Alternative 5. Assuming the COUNTY has not already elected Alternative 1, 2, 3, 4 or 6 and the DEVELOPER has not already elected Alternative 6, the COUNTY shall have the right to elect, at any time following the issuance of building permits for 1,000,000 square feet of vertical development within the Project south of SR 56, to be paid a one time cash payment in an amount equal to Six Million and 00/100 Dollars (\$6,000,000.00) plus interest at a percentage rate equal to the Pasco County Construction Costs Index for each such year, compounded annually, beginning from the second (2nd) anniversary of the DA Amendment Approval Date and accruing until the date of the issuance of the building permit for such one-millionth square foot of vertical development ("Alternative 5 Cap"). This payment would be made in lieu of the DEVELOPER actually constructing Segment No. 3, and/or any additional design and permitting which may be required. The DEVELOPER shall be entitled to apply any credits or offsets provided by 4.b.(1)(b)(iv)(9) and/or (10) toward DEVELOPER'S obligation up to the total amount of the Alternative 5 Cap.

2) Alternative 6.

a) In the event the COUNTY fails to Acquire the Non-Project ROW prior to December 31, 2015, then DEVELOPER and COUNTY may mutually agree to amend this DA to extend the time period during which the DEVELOPER would be obliged to construct the Segment No. 3; or,

b) In the event the COUNTY fails to Acquire the Non-Project ROW prior to December 31, 2015, or if the Segment No. 3 Right of Way has been Acquired but the COUNTY has not elected to pursue Alternatives 1, 2, 3, 4 or 5 above prior to such time, both the DEVELOPER and the COUNTY shall each have the right to elect to cause the DEVELOPER to make a one time payment to the COUNTY of Six Million and 00/100 Dollars (\$6,000,000.00) plus interest at a percentage rate equal to the Pasco County Construction Costs Index for each such year, compounded annually, beginning from the second

(2nd) anniversary of the DA Amendment Approval Date and accruing until the date of such election) (“Alternative 6 Cap”). This payment would be made in lieu of the DEVELOPER actually constructing Segment No. 3, and/or any additional design and permitting which may be required. The DEVELOPER shall be entitled to apply any credits or offsets provided by 4.b.(1)(b)(iv)(9) and/or (10) toward DEVELOPER’S obligation up to the total amount of the Alternative 6 Cap..

(iv) C.R. 54 Extension Segment No. 3 – Additional Conditions.

1) As used throughout this DA, the phrase “Segment No. 3 Alternative” may be used to describe Alternative 1, 2, 3, 4, 5 or 6 describe above. References herein to the “DEVELOPER’S Segment No. 3 Cap” shall mean the Alternative 1 Cap, Alternative 2A Cap, Alternative 2B Cap, Alternative 3 Cap, Alternative 4 Cap, Alternative 5 Cap or Alternative 6 Cap, as the case may be, depending on the respective Segment No. 3 Alternative elected. In the event that the COUNTY elects Alternative 1, 2, 3, or 4 and as a result is obligated to partially fund or secure funding for a portion of improvements under such alternative, but cannot fulfill its funding obligations as provided for herein, then the DEVELOPER may cease any and all work it may have been undertaking on Segment 3 design, permitting and construction, elect instead to pay the COUNTY any remaining unpaid balance on the DEVELOPER’S Segment No. 3 Cap under that respective Segment No. 3 Alternative and shall be deemed to have satisfied its obligations in connection with S.R. 54 Extension Segment No. 3. This section shall not be construed as requiring the DEVELOPER to make such election.

2) If the COUNTY elects Alternative 1 the DEVELOPER shall complete 100% design of the road and obtain all permits (including County Permits) within eighteen (18) months from date the COUNTY makes its election for such Alternative 1. DEVELOPER agrees to complete construction of Segment No. 3 (including acceptance of Segment No. 3 by the COUNTY) no later than twenty-four (24) months after receipt of all permits necessary to complete construction.

3) If the COUNTY elects Alternative 3 the DEVELOPER shall complete 100% design of the road and obtain all permits (including County Permits) within eighteen (18) months from date the COUNTY makes its election for such Alternative 3. DEVELOPER agrees to complete construction of Segment No. 3 (including acceptance of Segment No. 3 by the COUNTY) no later than twenty-four (24) months after the receipt of all permits necessary to complete construction.

4) If the COUNTY elects Alternative 2 or Alternative 4, and designates a third party as responsible to complete design of the road and obtain all permits (including County Permits) then COUNTY agrees that such third party shall be bound in its agreement with the COUNTY to complete design of the road and obtain all permits (including County Permits) within eighteen (18) months from date the COUNTY makes its election for such Alternative 2 or Alternative 4. Under such Alternative 2 or Alternative 4, if the COUNTY designates a third party as responsible to complete construction of Segment No. 3 (including acceptance of Segment No. 3 by the COUNTY), then COUNTY agrees that such third party shall

be bound in its agreement with the COUNTY to complete such construction no later than twenty-four (24) months after receipt of all permits necessary to complete construction. Notwithstanding the foregoing, and notwithstanding any of the construction deadlines set forth in Alternative 2 or Alternative 4, if the County or third party have completed design and permitting of Segment No. 3, and the DEVELOPER has not commenced construction of Segment No. 1 and Segment No. 2, the County or third party's deadline to commence construction of Segment No. 3 shall be automatically extended to one hundred and eighty (180) days after the DEVELOPER has commenced construction of Segment No. 1 and Segment No. 2, and the County or third party's deadline to complete construction of Segment No. 3 shall be automatically extended to one hundred and eighty (180) days after the DEVELOPER has completed construction of Segment No. 1 and Segment No. 2.

5) If the COUNTY elects Alternative 2 or Alternative 4, the required payments shall be made by the DEVELOPER to the COUNTY thirty (30) days following receipt of documented proof of actual design, permitting, or construction costs. Notwithstanding the foregoing, and notwithstanding the limitations in Alternative 2, if the COUNTY elects Alternative 2, the DEVELOPER, the COUNTY and/or a third party may enter into a separate agreement providing for additional reimbursements of costs associated with the extension of C.R. 54, or an alternate method of reimbursement; provided, however, such reimbursements shall in no event exceed the Alternative 2A Cap or Alternative 2B Cap, as applicable.

6) Making of the Segment No. 3 Payment shall not relieve the DEVELOPER of its right-of-way donation obligations for those portions of Segment No. 3 within the Project.

7) Any payment made by the DEVELOPER to COUNTY in regard to a Segment No. 3 related obligation shall be a "Segment No. 3 Payment." Unless the COUNTY elects Alternative No. 5, the COUNTY shall only utilize any Segment No. 3 Payment to design, permit, construct and acquire right of way for Segment No. 3. In the event the COUNTY elects Alternative No. 5, the COUNTY shall utilize the Segment No. 3 Payment to design, permit, acquire right-of-way for and construct Segment No. 3, or for intersection or roadway improvements, or mobility related improvements, on area roads proximate and parallel to the C.R. 54 Extension Pipeline Project, and/or for those improvement projects listed in Exhibit B. To the extent that the COUNTY elects to utilize some or all of the Segment No. 3 Payment for mobility related improvements, such funds must be expended on mobility related projects situated on I-75 or west of I-75, and east of US 41 along the S.R. 54/ 56 Corridor south of the northern most boundary line of the Project. These requirements shall survive the expiration of this DA.

8) Immediately following the DA Amendment Approval Date, the DEVELOPER shall commence a route study, a pond siting report, and a bridge alignment study for Segment No. 3 (the "Alignment Studies"). The DEVELOPER shall complete and submit the Alignment Studies within twelve (12) months of the DA Amendment Approval Date unless the DEVELOPER and COUNTY mutually agree that the DEVELOPER is not to proceed with such Alignment Studies. Upon mutual agreement of both

the DEVELOPER and COUNTY or upon the COUNTY'S election of Alternative 1 or 3, the DEVELOPER will commence design and permitting of Segment No. 3.

9) Notwithstanding anything herein to the contrary, the COUNTY agrees that the DEVELOPER shall receive credit against the outstanding portion of the DEVELOPER'S Segment No. 3 Cap for actual reasonable costs and expenditures of the Alignment Studies. This credit shall be applied as an offset against, and thereby reduce, the DEVELOPER'S total cost obligations under Alternatives 1, 2, 3, 4, 5, and 6. The outstanding obligation shall be reduced annually (i.e. on June 10th for Alternatives 1 and 2 or on the anniversary date of this DA for Alternatives 3, 4, 5, and 6) upon submission to the COUNTY of proof of reasonable actual costs and expenditures by the DEVELOPER. Such reduced outstanding obligation shall be used to calculate the escalation of the remaining obligation for the DEVELOPER'S Segment No. 3 Cap, as applicable. Such reductions once approved may be used to reduce LOC No. 2 at the DEVELOPER'S option, on the renewal date of such LOC. The basis for this credit is that this amount/obligation was not a part of the original proportionate share obligations, and is not necessary for other on or off-site required improvements under the original Development Agreement.

10) Notwithstanding anything herein to the contrary, the COUNTY agrees that the DEVELOPER shall receive credit against the outstanding portion of the DEVELOPER'S Segment No. 3 Cap for DEVELOPER'S actual reasonable costs and expenditures for the design and permitting of Segment No. 3. This credit shall be applied as an offset against, and thereby reduce, the DEVELOPER'S Segment No. 3 Cap under Alternatives 1, 2, 3, 4, 5, and 6. The outstanding obligation shall be reduced annually (i.e. on June 10th for Alternatives 1 and 2 or on the anniversary date of this DA for Alternatives 3, 4, 5, and 6) upon submission to the COUNTY of proof of reasonable actual costs and expenditures by the DEVELOPER. Such reduced outstanding obligation shall be used to calculate the escalation of the remaining obligation for the DEVELOPER'S Segment No. 3 Cap, as applicable. Such reductions once approved may be used to reduce LOC No. 2 at the DEVELOPER'S option, on the renewal date of such LOC. If the COUNTY elects Alternative 2, 4, 5, or 6, it shall have the right to request, in writing, that DEVELOPER cease any design or permitting work not yet completed which is required of the DEVELOPER hereunder. Any such instruction to cease design or permitting work shall not prevent the DEVELOPER from receiving any reimbursements or credits otherwise provided for hereunder.

11) Notwithstanding anything in this DA to the contrary, failure by the COUNTY to acquire the Non-Project ROW or obtain the Non-Project ROW Commitment within twenty-four (24) months of the DA Amendment Approval Date shall result in loss of Alternative 1 and Alternative 2 as an option for the COUNTY under this DA.

12) Failure by the COUNTY or a responsible third party regarding any Segment No. 3 related obligations in the DA, shall not constitute a default or violation of this Agreement as it relates to the DEVELOPER'S obligations and rights hereunder.

13) The COUNTY, in entering into any agreement with a third party for construction of any portion of Segment No. 3, shall include in any such agreement provisions which are consistent with the provisions herein in connection with such construction.

14) In the event that pursuant to the provisions of the DA, an Alternative or sub-alternative within an Alternative is elected, and subsequent to such election, pursuant to the mechanisms provided herein, the parties become subject to an different Alternative or sub-alternative, any actual reasonable payment or contribution made by DEVELOPER pursuant any Alternative 1, 2, 3, 4, 5 or 6 shall serve as a credit which shall be applied as an offset against, and thereby reduce, the DEVELOPER'S Segment No. 3 Cap under the subsequent Alternative or sub-alternative. The outstanding obligation shall be reduced annually (i.e. on June 10th for Alternatives 1 and 2 or on the anniversary date of this DA for Alternatives 3, 4, 5, and 6) upon submission to the COUNTY of proof of reasonable actual costs and expenditures by the DEVELOPER. Such reduced outstanding obligation shall be used to calculate the escalation of the remaining obligation for the DEVELOPER'S Segment No. 3 Cap, as applicable. Such reductions once approved may be used to reduce LOC No. 2 at the DEVELOPER'S option, on the renewal date of such LOC..

15) The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment No. 3 is not eligible for, nor entitled to, TIF credits pursuant to the terms of the TIF Ordinance, as amended; therefore, all design, permitting, right-of-way donation/acquisition, and construction expenses incurred by the DEVELOPER for Segment No. 3 and/or the Segment No. 3 Payment are not eligible for TIF credits or COUNTY reimbursement, except for the credit or reimbursement of the Segment No. 3 Payment set forth in this DA.

16) Throughout this section (1) above any reference(s) to commencement of construction shall mean the occurrence of the awarding of a bid in accordance with Section 6.a. of this DA. Throughout this section (1) above any reference(s) to completion of construction shall mean the required roadway improvement(s) has been accepted by the County for maintenance and is open to the traveling public and the required maintenance guarantee has been provided by the Responsible Party.

17) Notwithstanding anything in this DA to the contrary, in the event the COUNTY has elected Alternative 1 and the design, permitting and/or construction of Segment No. 3 is delayed as a result of circumstances outside of the control of the DEVELOPER or as a result of third-party initiated litigation, whereby commencement of construction of Segment No. 3 cannot reasonably occur prior to December 31, 2015, and/or completion of Segment No. 3 cannot reasonably occur prior to December 31, 2017 then the DEVELOPER shall have the right in its discretion to elect to make a one time payment equal to the cost to complete the construction of Segment No. 3 less the amount of any offset provided by 4.b.(1)(b)(iv)(9) or (10) (the "Alternative 1 Completion Payment"). In the event the DEVELOPER makes the election to make

the Alternative 1 Completion Payment then at the COUNTY'S election, DEVELOPER shall assign and COUNTY shall assume any and all related outstanding contracts for design, permitting or construction of Segment No. 3. This Alternative 1 Completion Payment would be made in lieu of the DEVELOPER'S obligations under Alternative 1, and any additional construction, design and/or permitting which may be required.

18) Notwithstanding anything in this DA to the contrary, in the event the COUNTY has elected Alternative 3 and the design, permitting and/or construction of Segment No. 3 is delayed as a result of circumstances outside of the control of the DEVELOPER or as a result of third-party initiated litigation, whereby commencement of construction of Segment No. 3 cannot reasonably occur prior to December 31, 2017, and/or completion of Segment No. 3 cannot reasonably occur prior to December 31, 2019 then the DEVELOPER shall have the right in its discretion to elect to make a one time payment equal to the cost to complete the construction of Segment No. 3 less the amount of any offset provided by 4.b.(1)(b)(iv)(10) (the "Alternative 3 Completion Payment"). In the event the DEVELOPER makes the election to make the Alternative 3 Completion Payment then at COUNTY'S election DEVELOPER shall assign and COUNTY shall assume any and all related outstanding contracts for design, permitting or construction of Segment No. 3 to the COUNTY. This Alternative 3 Completion Payment would be made in lieu of the DEVELOPER'S obligations under Alternative 3, and any additional construction, design and/or permitting which may be required.

(2) S.R. 54/56 Pipeline Project. The second pipeline project is the widening of S.R. 56 and S.R. 54 from a four (4) lane divided arterial to a six (6) lane divided arterial from the western I-75 ramps west to the existing six (6) lane section approximately 0.6 mile east of U.S. 41, including the S.R. 54 and S.R. 56 Pipeline Project intersection improvements which are depicted on Exhibit D attached hereto and incorporated herein, and all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and permitting agencies to be necessary during the design and permitting of the pipeline project (collectively referred to herein as the S.R. 54/56 Pipeline Project). The estimated cost of the S.R. 54/56 Pipeline Project is Twenty-one Million One Hundred Fifty-Two Thousand Ninety-Eight and 00/100 Dollars (\$21,152,498.00). The DEVELOPER shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project regardless of cost. However, the COUNTY agrees to reimburse the DEVELOPER for (1) all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the SR 54/56 Pipeline Project between Sixteen Million Nine Hundred Ninety-Two Thousand Ninety-Four Dollars (\$16,992,094.00) and Twenty-One Million One Hundred Fifty-Two Thousand Four Hundred Ninety-Eight Dollars (\$21,152,498.00), (2) Nineteen and Seven-Tenths percent (19.7%) of all COUNTY-approved design, permitting, construction, and right-of-way acquisition expenses for the S.R. 54/56 Pipeline Project between Twenty-One Million One Hundred Fifty-Two Thousand Four Hundred

Ninety-Eight Dollars (\$21,152,498.00) and Twenty-Three Million Five Hundred Sixty-Four Thousand Dollars (\$23,564,000.00), and (3) Forty-Eight and Six-Tenths (48.6%) percent of all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the S.R. 54/56 Pipeline Project in excess of Twenty-Three Million Five Hundred Sixty-Four Thousand Dollars (\$23,564,000.00). COUNTY reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for TIF credits as set forth in Section 8 of this DA. COUNTY-approved design, permitting, right-of-way acquisition and construction expenses for the S.R. 54/56 Pipeline Project that are not reimbursed by the COUNTY pursuant to this paragraph are eligible for TIF credits in accordance with the procedures and limitations set forth in Section 8 of this DA.

The DEVELOPER shall commence design and permitting of the S.R. 54/56 Pipeline Project within six (6) months of the effective date of this DA. Within thirty (30) days of such time as the sixty (60) percent of design plans have been approved for the S.R. 54/56 Pipeline Project, the DEVELOPER shall begin acquisition of any needed right-of-way for the S.R. 54/56 Pipeline Project in accordance with Section 5.j. of this DA. Construction of the S.R. 54/56 Pipeline Project was substantially complete and open to traffic on or before March 31, 2009 and was accepted by FDOT for maintenance before June 30, 2009.

5. PIPELINE PROJECTS DESIGN, PERMITTING AND RIGHT OF WAY ACQUISITION.

a. Design, Permitting and Right of Way Acquisition: The pipeline Projects shall be designed, permitted, and necessary right-of-way for the Pipeline Projects acquired in accordance with the terms of this DA. The Pipeline Projects shall be designed consistent with the design criteria of the FDOT. If required by FDOT, the design of the S.R.54/56 Pipeline Project will include a re-evaluation of the existing Preliminary Design and Engineering (PD&E) Study for S.R. 54/56 and/or a State Environmental Impact Report. The construction contractors used to complete the S.R. 54/56 Pipeline Project shall be satisfactory to the FDOT.

b. Design and Construction Requirements: All design, permitting, and construction for the Pipeline Projects shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and the COUNTY, and construction plans shall comply with the *FDOT Plans Preparation Manual* and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities. Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the Pipeline Projects' routes, shall be owned, operated and maintained by FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. If the Pipeline Projects' drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the Pipeline Projects' route, all such drainage facilities shall remain

owned by the underlying landowners including the DEVELOPER where applicable, and operation and maintenance of same shall be the responsibility of the respective underlying landowner. The underlying landowner shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained by DEVELOPER, COUNTY or Responsible Party as provided for herein, by condemnation if necessary, from all other underlying landowners of land containing drainage facilities serving the Pipeline Projects, including those facilities that are commingled or combined, so that the FDOT or COUNTY has the ability to maintain the facilities associated with the Pipeline Projects in the event the DEVELOPER or other respective underlying landowners default on its (or their) obligation to maintain the facilities.

d. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Pipeline Projects are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Pipeline Projects are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated and maintained by the underlying landowners including the DEVELOPER, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Pipeline Projects which are owned by the DEVELOPER and shall be obtained by the COUNTY as provided for herein, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Pipeline Projects, including those areas that are commingled or combined, so the FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event DEVELOPER or other underlying landowners defaults on its (or their) obligations to maintain the facilities.

e. COUNTY/FDOT Review and Approval of Design: For the S.R. 54/56 Pipeline Project, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans, or as otherwise may be approved in writing by the FDOT, to the FDOT for review and approval, and to the COUNTY for review and approval for consistency with the terms and conditions of this DA. For the C.R. 54 Extension Pipeline Project, the party responsible for design of the Segment shall complete and submit thirty (30), sixty (60), and 100 percent design plans, or as otherwise may be approved in writing by the COUNTY, for the C.R. 54 Extension Pipeline Project to the COUNTY for review and approval. The party responsible for design shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Projects from FDOT or the COUNTY, as applicable, prior to commencement of any bidding of the Pipeline Projects. Any reviews and approvals by the COUNTY of any party's submittal, including but not limited to the Alignment Studies, roadway

designs, and right-of-way maps, shall be completed by the COUNTY within thirty (30) days of submission of complete and correct documents to the COUNTY by the submitting party. The COUNTY shall make a completeness review and notify the party making the submittal if not complete and correct within five (5) business days of receipt of the submission. The party responsible for design shall provide to the COUNTY and DEVELOPER, at the time of 100 percent design and right-of-way plan submission for each Pipeline Project (or sooner if required by other sections of this DA,) an estimate of the cost of constructing the Pipeline Project, including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the DEVELOPER and COUNTY (hereinafter the Cost Estimate). All plans, once accepted and approved for construction by the FDOT or COUNTY, as applicable, shall become the property of the FDOT or COUNTY.

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

g. COUNTY Cooperation: The COUNTY shall, upon the DEVELOPER'S request, cooperate with the DEVELOPER in processing permit applications, and the Responsible Party shall use its best efforts to expeditiously secure all permits it is responsible to obtain herein that are necessary for the design and construction of the Pipeline Projects.

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

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Pipeline Projects. Relocation of any utilities infrastructure which is in conflict with the Pipeline Projects shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F. S. The COUNTY agrees upon request of the DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove

the utilities at the request of the COUNTY and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits.

j. Right-Of-Way Acquisition:

(1) DEVELOPER and COUNTY shall be responsible within the time frames set forth in this DA for their respective right-of-way acquisitions or donations necessary for the construction of the Pipeline Projects, which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The Responsible Party shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Pipeline Projects it is responsible for constructing, which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) With respect to any right-of-way the COUNTY is responsible for obtaining, the COUNTY shall be solely responsible for any and all efforts and costs necessary to obtain such right-of-way.

6. PIPELINE PROJECTS CONSTRUCTION: The party responsible for construction of each portion of the Pipeline Projects (Responsible Party) shall commence construction of the Pipeline Projects in accordance with this DA, unless extended as provided herein. The Responsible Party shall proceed and complete the construction of the Pipeline Projects in accordance with the final alignment, design, specification, and construction plans as approved by the FDOT, COUNTY, and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the Responsible Party's ability, in its sole discretion, to accelerate the schedule for construction of any portion of the Pipeline Projects.

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

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

c. COUNTY and FDOT Observation: The COUNTY'S and FDOT'S personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Pipeline Projects and shall, at all times, have access to the work being performed pursuant to this DA for the

COUNTY'S and FDOT'S observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY or FDOT, as applicable, shall notify the Responsible Party and its representative in writing, and the Responsible Party shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY or FDOT to observe or inspect the work on the Pipeline Projects. The Responsible Party shall be solely responsible for ensuring that the Pipeline Projects are constructed in accordance with the plans and specifications and required standards. Observations by the COUNTY or FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the Responsible Party's requirements herein.

d. Right-of-Way: Prior to the FDOT'S or COUNTY'S acceptance of the Pipeline Projects for which DEVELOPER is responsible, the DEVELOPER shall meet the applicable requirements of the FDOT and/or COUNTY and cause all right-of-way, for which the DEVELOPER is responsible, including right-of-way for drainage facilities, wetland and floodplain mitigation, as appropriate, to be conveyed to the FDOT or the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

e. Construction Requirements: During the construction phase of the segment of the Pipeline Projects for which the Responsible Party is obligated, the Responsible Party and/or its construction contractor(s) shall:

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

(2) Obtain all necessary right-of-way use permits.

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

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

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

(6) Provide a certification from a professional engineer registered in the State of Florida, which shall certify that all design, permit, and construction for the Pipeline Projects are in substantial conformance with the standards established by the FDOT pursuant to Section 336.045, F.S., and by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the FDOT and COUNTY.

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

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

7. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE: The DEVELOPER'S proportionate-share for Phase 1 of the Project shall be satisfied by construction or other mitigation for the Pipeline Projects provided for herein, in accordance with this DA. Other mitigation shall include, but not be limited to, fulfillment of DEVELOPER's Segment No. 3 related obligations under Alternative 1, 2, 3, 4, 5, or 6.

8. TIFS AND CREDITS:

a. TIFS: The DEVELOPER and Project shall be assessed TIFS in accordance with the COUNTY'S adopted TIF Ordinance, as amended and this DA. Once the DEVELOPER has posted the performance guarantee for the S.R. 54/56 Pipeline Project referenced in this DA, the COUNTY agrees to reimburse or provide TIF credits to the DEVELOPER for those expenditures on the S.R. 54/56 Pipeline Project approved by the COUNTY to be TIF creditable in accordance with this DA and the TIF Ordinance. The DEVELOPER and the Project shall pay TIFS in accordance with the TIF Ordinance whenever it does not have COUNTY-approved TIF credits or offsets sufficient to cover TIFS that are due.

b. TIF Credits:

(1) The DEVELOPER shall be eligible for TIF credits for actual reasonable design, engineering, inspection, permitting, right-of-way acquisition and construction costs or payment in lieu of such costs for the S.R. 54/56 Pipeline Project, as detailed in this DA and the TIF Ordinance. Reasonable design, engineering, inspection, permitting, right-of-way acquisition, and construction costs shall be determined by the County Administrator or his designee (Reasonable Costs). The COUNTY's present allocation of CIP funds/credits for the S.R. 54/56 Pipeline Project is Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) in fiscal year 2006; Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) in fiscal year 2007; and Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) in fiscal year 2008; however the COUNTY agrees to modify the CIP to ensure the DEVELOPER receives the credits or reimbursements

required by this Agreement within one (1) year of the DEVELOPER submitting any eligible requests or invoices for credit or reimbursement as the DEVELOPER has substantially completed the S.R. 54/56 Pipeline Project.

To receive impact fee credit or reimbursement, all requests and invoices for the S.R. 54/56 Pipeline Project shall be submitted to the COUNTY within 120 days of final acceptance by the FDOT of the S.R. 54/56 Pipeline Project, or for amounts under dispute, no later than 120 days after the conclusion of the dispute. All requests and invoices for credits or reimbursements shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits or reimbursements shall be issued to the Credit Receiving Entity. Should there be any amounts denied for reimbursement or credit, the Developer may appeal such decision in a manner consistent with the TIF Ordinance.

Notwithstanding the foregoing, the DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for: 1) any right-of-way dedication/acquisition, design, permitting, or construction costs for the C.R. 54 Extension Pipeline Project (except for credits or reimbursements allowed pursuant to section 4.b.(1)(b) of this DA); 2) the Segment No. 3 Payment; 3) Construction Engineering and Inspection expenses in excess of ten (10) percent of the total S.R. 54/56 Pipeline Project cost; and 4) S.R. 54/56 Pipeline Project costs not specifically set forth in this DA; e.g. financing, insurance and bonding expenses. In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee, proportionate-share, or Segment No. 3 Payment credit or reimbursement for impact fees paid prior to the execution of this DA, and the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this DA.

(2) Project Improvements: Project access improvements including, but not limited to, necessary acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping and signalization (if warranted pursuant to the *Federal Manual on Uniform Traffic Control Devices* and approved by the regulating agencies), may be included in the design, permitting, right of way acquisition and construction of the Pipeline Projects, and are the responsibility of the DEVELOPER for those portions of the Pipeline Projects it is responsible to construct, but are not eligible for impact fee credits. Notwithstanding the foregoing, those intersection improvements, or portions thereof, identified on Exhibit D as part of the S.R. 54/56 Pipeline Project are eligible for impact fee credits or reimbursements, subject to the limitations set forth above. Those access or intersection improvements, or portions thereof, that are designated on Exhibit D as site related, site specific, noncreditable, or existing lane improvements are not eligible for impact fee credits or reimbursements (except for credits or reimbursements relating to the Segment No. 3 Payment allowed pursuant to paragraph 4.b.(1)(b) of this DA). Where only a portion of an intersection or access improvement is eligible for impact fee credits, the DEVELOPER or Credit Receiving Entity shall separately account for the costs of the creditable and noncreditable portions of the improvements. The COUNTY and the DEVELOPER hereby agree that Eighty-Eight and Seven One-Hundredths (88.07) percent of the costs for all SR 54/56 Pipeline Projects and site access improvements shall be creditable and Eleven and Ninety-Three One-Hundredths (11.93) percent shall

be considered noncreditable (Project Cost Allocation). The Project Cost Allocation shall apply to all project costs except for those set forth in Section 8.b(3) of this DA. This allocation addresses the fact that a portion (11.93%) of the improvements are site and access related and therefore not creditable.

(3) Other Improvements: Other improvements, including roadway lighting and Sydney Coordinated Adaptive Traffic Systems (SCATS), may be included in the design, permitting, right-of-way acquisition and construction of improvements other than Pipeline Projects, and are the responsibility of the DEVELOPER, who shall be reimbursed as set forth below. The FDOT and COUNTY will execute an enforceable Letter of Agreement ("LOA"). The LOA shall specify the account from which the funds for design and/or construction costs will be drawn. The LOA will also allow the COUNTY to reimburse the DEVELOPER for the FDOT'S share of design and/or construction costs as applicable.

(a) Roadway Lighting on S.R. 56

(i) Design Costs: The DEVELOPER and COUNTY understand that the FDOT, pursuant to the LOA, has agreed to pay Fifty (50) percent of Nine Thousand Five Hundred Dollars (\$9,500.00), which is the actual reasonable cost to design roadway lighting for S.R. 56. The remaining Fifty (50) percent shall be the responsibility of the DEVELOPER. The reimbursement request for lighting can include both design and construction costs as outlined. The COUNTY shall reimburse the DEVELOPER within sixty (60) days of DEVELOPER request. Such request may be made at any time after the execution of the LOA.

(ii) Construction Costs: The DEVELOPER and COUNTY understand that the FDOT, pursuant to the LOA, agreed to pay Fifty (50) percent of Six Hundred Thirty Thousand Dollars (\$630,000.00), which is the actual reasonable cost to construct roadway lighting for S.R. 56. The remaining Fifty (50) percent shall be the responsibility of the DEVELOPER. The reimbursement request for lighting can include both design and construction costs as outlined. The COUNTY shall reimburse the DEVELOPER within sixty (60) days of DEVELOPER request. Such request may be made at any time after the execution of the LOA.

(b) SCATS: Signal coordination will be provided at the following locations: two (2) signals at I-75 ramps at S.R. 56, the entrance to Cypress Creek Town Center at S.R. 56, the C.R. 54 and S.R. 56 intersection, the C.R. 54 south mall entrance, and the C.R. 54 north project entrance.

(i) Design Costs: The DEVELOPER, the COUNTY and FDOT have agreed to actual reasonable design cost for SCATS of Eighty-Three Thousand One Hundred Fifty Dollars (\$83,150.00). The DEVELOPER will request separately from the COUNTY reimbursement of Fifty (50) percent of the agreed upon actual reasonable design costs once SCATS has been installed and accepted by both the FDOT and COUNTY (correspondence from the COUNTY'S Traffic Operation Division, stating that acceptance by both the FDOT and COUNTY has been achieved, will suffice as proof of acceptance). It is understood by the DEVELOPER and COUNTY that the FDOT has agreed to pay the remaining Fifty (50) percent of the agreed upon design costs for SCATS. The LOA will allow the COUNTY to reimburse the

DEVELOPER for the FDOT'S share of the costs. The reimbursement request for SCATS can include both design and construction costs as outlined. The COUNTY shall reimburse the DEVELOPER within sixty (60) days of DEVELOPER request. Such request may be made at any time after the execution of the LOA.

(ii) **Construction Costs:** The DEVELOPER, the COUNTY and FDOT have agreed to actual reasonable construction costs for SCATS of Two Hundred Fifteen Thousand Dollars (\$215,000.00). The DEVELOPER will request separately from the COUNTY reimbursement of Fifty (50) percent of the agreed upon actual reasonable construction costs once SCATS has been installed and accepted by both the FDOT and COUNTY (correspondence from the COUNTY'S Traffic Operation Division, stating that acceptance by both the FDOT and COUNTY has been achieved, will suffice as proof of acceptance). It is understood by the DEVELOPER and COUNTY that the FDOT has agreed to pay the remaining Fifty (50) percent of the agreed upon actual reasonable construction costs for SCATS. The LOA will allow the COUNTY to reimburse the DEVELOPER for the FDOT'S share of the costs. The reimbursement request for SCATS can include both design and construction costs as outlined. The COUNTY shall reimburse the DEVELOPER within sixty (60) days of DEVELOPER request. Such request may be made at any time after the execution of the LOA.

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

(5) Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the Pipeline Projects are commingled with offsite Project-related or other landowner related wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner related mitigation are not eligible for impact fee credits.

(6) Transfer of Credits: Impact fee credits pursuant to this DA may be transferred in accordance with the TIF Ordinance.

(7) Cash Payout Requirement/Cash Payout Option/Cap on Payouts and TIF Credits: The COUNTY reserves the right to pay out annually, the cash value of any unused, accrued impact fee credits to the DEVELOPER and such cash value shall be removed from any credit balance. For the S.R. 54/56 Pipeline Project, the COUNTY shall reimburse the DEVELOPER in the amount of Four Million One Hundred Sixty Thousand Four Hundred Four and 00/100 Dollars (\$4,160,404.00) and the COUNTY shall provide TIF credits not to exceed Sixteen Million Nine Hundred Ninety-Two Thousand Ninety-Four and 00/100 Dollars (\$16,992,094.00); however, under no circumstance shall the total cash payment(s) and the TIF credits granted to the DEVELOPER exceed the actual project cost for the S.R. 54/56 Pipeline Project.

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

9. PERFORMANCE GUARANTEES BY DEVELOPER:

a. General: For the S.R. 54/56 Pipeline Project, the Letter of Credit (LOC) as specified in Paragraph b. below, shall be posted in favor of, and provided to the COUNTY prior to construction plan approval of the first 250,000 square feet of vertical development within the Project, or prior to issuance of permits as required for the construction of the S.R. 54/56 Pipeline Project, whichever is earlier (LOC No. 1). For the C.R. 54 Extension Pipeline Project, the LOC as specified in Paragraph b. below, shall be posted in favor of, and provided to the COUNTY within 30 days after the final, non-appealable approval of this DA or the final, non-appealable approval of the Amended, Restated and Consolidated Development Order which was submitted pursuant to a Notice of Proposed Change on May 1, 2009 whichever is later. LOC No. 1 was found to be acceptable to and approved by the COUNTY to guarantee performance of the S.R. 54/56 Pipeline Project. The LOC No. 1 and LOC No. 2 shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do business in the State of Florida (LOC Issuer) and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of *Best's Key Rating Guide*. The LOCs shall be posted as follows:

b. Pipeline Projects:

(1) LOC No. 1. The DEVELOPER has posted LOC No. 1 in the amount of 125 percent of Sixteen Million Nine Hundred Ninety-Two Thousand Ninety-Four and 00/100 (\$16,992,094.00), less all COUNTY-approved expenses for the S.R. 54/56 Pipeline Project as of the date the LOC was required (subject to the limitations set forth in Section 8. of this DA).

(2) LOC No. 2. Within 30 days after the DA Amendment Approval Date or the final, non-appealable approval of the Amended, Restated and Consolidated Development Order which was submitted pursuant to a Notice of Proposed Change on May 1, 2009 whichever is later, JG Cypress Creek LLC ("Jacobs") shall provide the COUNTY with a LOC for the C.R. 54 Extension Pipeline Project Segment No. 3 in the minimum amount of Six Million Dollars (\$6,000,000.00) plus three percent (3%) interest compounded annually from June 10, 2005, accruing to the effective date of the Amended, Restated and Consolidated Development Order approved by the Board of County Commissioners on December 15, 2009.

(a) LOC No. 2 Reduction. On each renewal date of LOC No. 2, such letter of credit, may be reduced provided an updated Cost Estimate for the remainder of the applicable Pipeline Project is provided to, and approved by, the COUNTY and provided that the letters of credit are not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder.

c. Maintenance Guarantee: In the instances when it is the DEVELOPER'S responsibility to complete construction of the Pipeline Project(s), upon final acceptance by the COUNTY and/or FDOT, Jacobs

or its construction contractor shall guarantee that the Pipeline Projects and all work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY and/or FDOT. The performance guarantees for the Pipeline Projects may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to fifteen percent (15%) of the applicable Construction Contract amount, or Jacobs or its Contractor may post separate maintenance bonds acceptable to the COUNTY to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc. and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

10. INDEMNIFICATION AND INSURANCE

a. Indemnification: Notwithstanding anything in paragraph 10.a. below to the contrary, COUNTY and DEVELOPER agree and acknowledge that this paragraph 10.a. shall apply solely with respect to acts, actions, neglect or omissions by DEVELOPER and DEVELOPER'S agents, contractors, and assigns in connection with DEVELOPER'S, and DEVELOPER'S agents, contractors and assigns', specific duties, obligations and responsibilities pursuant to this Agreement and furthermore this paragraph shall not create or place upon the DEVELOPER, nor DEVELOPER'S agents, contractors and assigns, any duties, obligations or responsibilities as it relates to any acts, actions, neglect or omissions made by non-DEVELOPER affiliated persons or entities. For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall defend, hold harmless, and indemnify the COUNTY and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this DA, any work by the DEVELOPER under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment, over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Pipeline Projects, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from the COUNTY or FDOT review referenced in

Paragraphs 5.e., 5.h., and 6.c. of this DA. The DEVELOPER'S obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S or FDOT'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 11.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable, or determines the COUNTY or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY or FDOT solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT. The DEVELOPER shall also include for the Pipeline Projects this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

(1) General: Notwithstanding anything in paragraph 10.b. to the contrary, COUNTY and DEVELOPER agree and acknowledge that the conditions stated in this paragraph 10.b. shall apply solely with respect to acts, actions, neglect or omissions by DEVELOPER and DEVELOPER'S agents, contractors, and assigns in connection with DEVELOPER'S, and DEVELOPER'S agents, contractors and assigns', specific duties, obligations and responsibilities pursuant to this Agreement and furthermore this paragraph shall not create or place upon the DEVELOPER, nor DEVELOPER'S agents, contractors and assigns, any duties, obligations or responsibilities as it relates to any acts, actions, neglect or omissions made by non-DEVELOPER affiliated persons or entities. The DEVELOPER shall not commence on the Pipeline Projects nor shall occupancy of any of the property within the Pipeline Project limits take place until the required Certificates of Insurance and certified true, and exact copies of all insurance policies are received by the COUNTY and FDOT as set forth below:

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

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER, COUNTY and FDOT evidence of insurance coverages of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided

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

(c) All policies of insurance required by this DA shall require that the insurer deliver to the COUNTY, FDOT and DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY, FDOT and DEVELOPER, addressed to the parties as described in Paragraph 11.g. below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

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

(h) Should the DEVELOPER'S engineers and/or contractor fail to maintain the insurance coverages required under this DA, the COUNTY may, at its option, either terminate this DA for

default as provided hereinafter or require the DEVELOPER to procure any pay for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER to procure and pay for such insurance coverage shall not operate as a waiver of any of the COUNTY'S rights or the DEVELOPER'S obligations under this DA.

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

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

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

(i) Workers' Compensation: Florida statutory requirements.

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

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

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

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

(ii) Products—completed operations aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).

(iii) Bodily injury, including death (each person): One Million and 00/100 Dollars (\$1,000,000.00).

(iv) Bodily injury, including death (each occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).

(v) Property damage (each occurrence): One Million and 00/100 Dollars (\$1,000,000.00).

(vi) Personal and advertising injury (each occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

(vii) Fire damage (any one [1] fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

(i) Bodily injury and personal injury including death: One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.

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

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

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

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

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

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

11. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Pipeline Projects, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Section 9 for the Pipeline Projects (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon said default, the issuance of Building Permits, plats and other development approvals shall cease until the Pipeline Projects have been recommenced to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this DA. Pasco 54, Ltd and Pasco Ranch, Inc. (collectively "PRI") have already performed or otherwise provided Jacobs, escrowed funds or other hard security to meet PRI's obligations related to the C.R. 54 Extension Pipeline Project, and therefore, to the extent that any such performance guarantees required by Section 9 for the C.R. 54 Extension Pipeline Project are insufficient to cure the default, the COUNTY shall look solely to Jacobs to cure the default.

c. Time Extensions:

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

(2) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Pipeline Projects, the DEVELOPER may, prior to the deadline, submit a request to the County Administrator for an amendment to this DA to extend the deadline, and the COUNTY Administrator agrees to

submit such requests to the BCC within thirty (30) days unless DEVELOPER agrees to extend said submitted time period beyond thirty (30) days.

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

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

(1) The DEVELOPER shall cause all provisions of this DA in its entirety to be included and made a part of any of its contracts for the Pipeline Projects.

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

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

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return receipt requested. The said notice shall be deemed given when it is deposited in the U.S. mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: John R. Sierra, Jr. Post 509 Guisando de Avila, Suite 200, Tampa, Florida 33613, with copies to General Counsel at Sierra Properties, 509 Guisando de Avila, Suite 200, Tampa, Florida 33613; General Counsel at JG Cypress Creek LLC, c/o The Richard E Jacobs Group LLC, 25425 Center Ridge Road, Cleveland, Ohio 44145; and to Pasco County c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government

Center, Suite 340, 7530 Little Road, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

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

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

n. Severability: In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.

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

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

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

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

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

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

u. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate right-of-way use permit from the COUNTY.

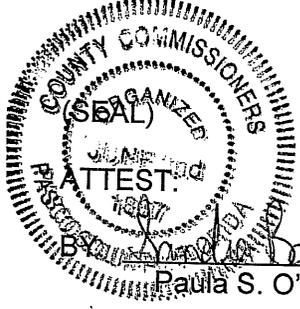
v. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

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

x. Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, a national emergency or a governmental restriction upon the use or availability of labor or materials; civil insurrection, riot, racial or civil rights disorders or demonstration; strike; embargo; flood; tidal wave; fire; explosion; bomb detonation; nuclear fallout; windstorm; hurricane; sinkholes; earthquake; or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by other party. This paragraph shall not apply to force majeure events caused by DEVELOPER or under DEVELOPER'S control, or caused by the COUNTY or under COUNTY'S control, as applicable. In the event

that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Pipeline Projects, and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof; provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing DA on this 23rd day of December, 2009.



Paula S. O'Neil
Paula S. O'Neil, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: *[Signature]*
DEC 15 2009
CHAIRMAN
BOCC

WITNESSES:

[Signature]
[Signature]

BY: Pasco 54, Ltd.
[Signature]
BY: John R. Sierra, Jr.
Its President

WITNESSES:

[Signature]
[Signature]

BY: Pasco Ranch, Inc.
[Signature]
BY: John R. Sierra, Jr.
Its President

WITNESSES:

[Signature]
[Signature]

BY: JG Cypress Creek, LLC, an Ohio limited liability company
BY: JG Manager LLC, an Ohio limited liability company, its Manager
BY: *[Signature]*
Judson E. Smith
Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in

Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4 of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of

Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT B

TRANSPORTATION IMPACT SUMMARY AND PROPORTIONATE SHARE CALCULATION
(ATTACHMENT TO DEVELOPMENT ORDER AS EXHIBIT G)

EXHIBIT G
TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE					
Cypress Creek Town Center DRI					
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share	
Phase 1 (2021)					
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122	
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a	
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000	
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996	
S.R. 54/C.R. 577		n/a	19.2	n/a	
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a	
S.R. 56/1-75	EB Left	\$691,200	100.0	\$691,200	
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550	
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200	
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a	
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4	\$6,400	
<i>Freeway Ramps</i>					
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200	
1-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
PHASE 1 TOTAL		\$4,322,200		\$2,408,668	

Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road

ROADWAY IMPROVEMENT PROPORTIONATE SHARE
Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
S.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	803,603
S.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	3,382,166	919,949
S.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	601,335
S.R. 54	Collier Parkway to Livingston -WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	1,360,793	687,745
S.R. 54	Livingston to Cypress Creek Run -EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,617,416
S.R. 54	Livingston to Cypress Creek Run -WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	2,690,760	1,411,842
S.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	641,937
S.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	1,067,937	822,204
S.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	219,931
S.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413
C.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,559,868
C.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224
C.R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374
C.R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010
S.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283
S.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634
S.R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309
S.R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁵	186	870	0.2138	3,547,704	758,499
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁵	213	870	0.2448	3,547,704	868,478
I-75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759
I-75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637
I-75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	960,604
I-75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,681
I-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1682	4,933,250	829,773
I-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721
TOTAL PHASE 1									68,181,169	20,583,426

² See Per Mile Roadway Improvement Costs Worksheet Appended
⁴ Project Traffic Divided By Service Volume Increase

³ Future Service Volume Less Existing Service Volume
⁵ No Right-of-Way Required

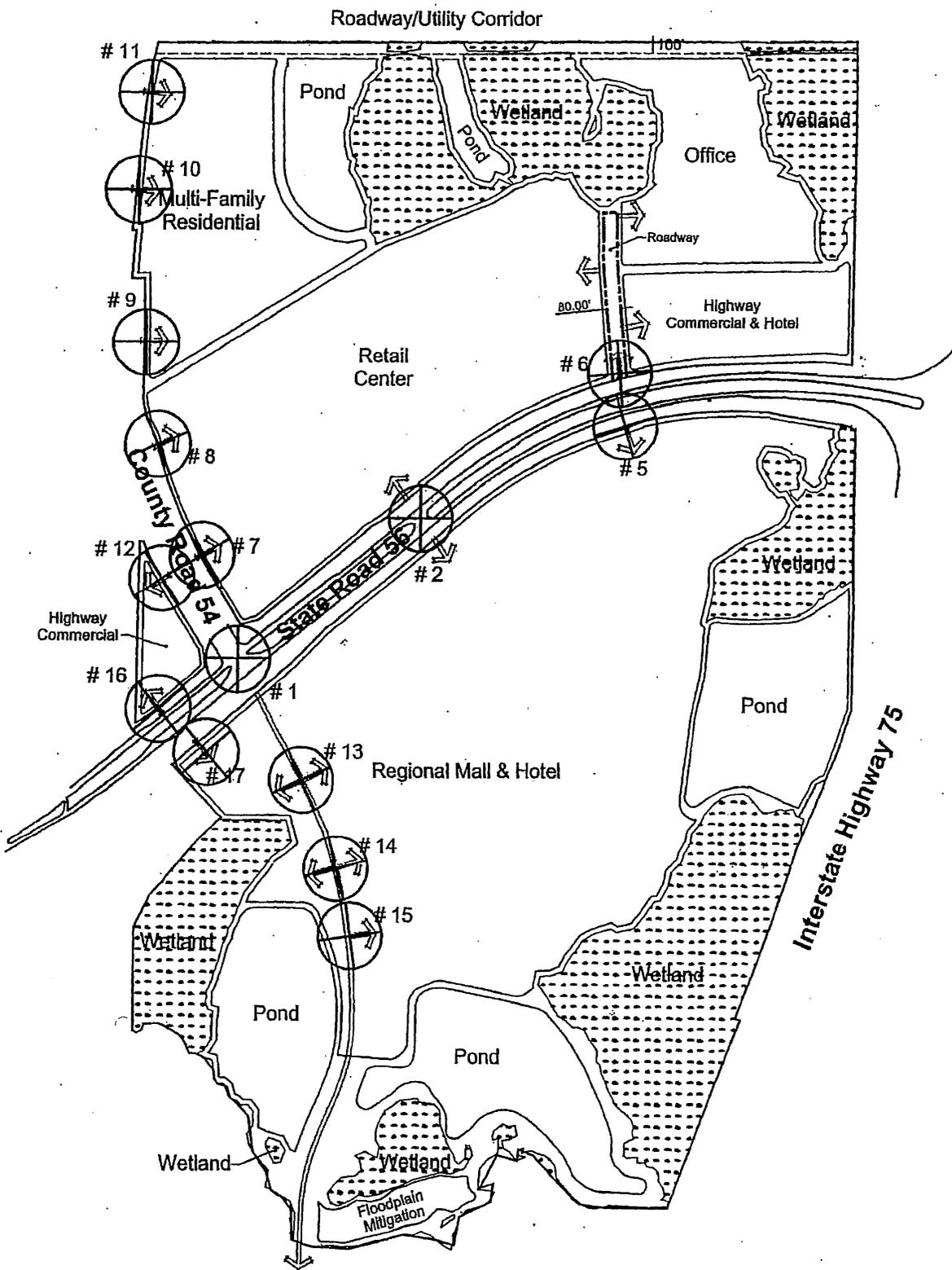
EXHIBIT C

~~POND 30 AND FLOODPLAIN MITIGATION AREA LEGAL DESCRIPTION~~

(INTENTIONALLY REMOVED THROUGH AMENDMENTS TO THE
DA RELATING TO THE APRIL 2009 NOTICE OF PROPOSED CHANGE)

EXHIBIT D

CYPRESS CREEK TOWN CENTER PROJECT AND INTERSECTION IMPROVEMENTS



Legend

-  Wetlands
-  Intersection



OCTOBER 2004

**MAP 1
ON-SITE
INTERSECTION
LOCATIONS**

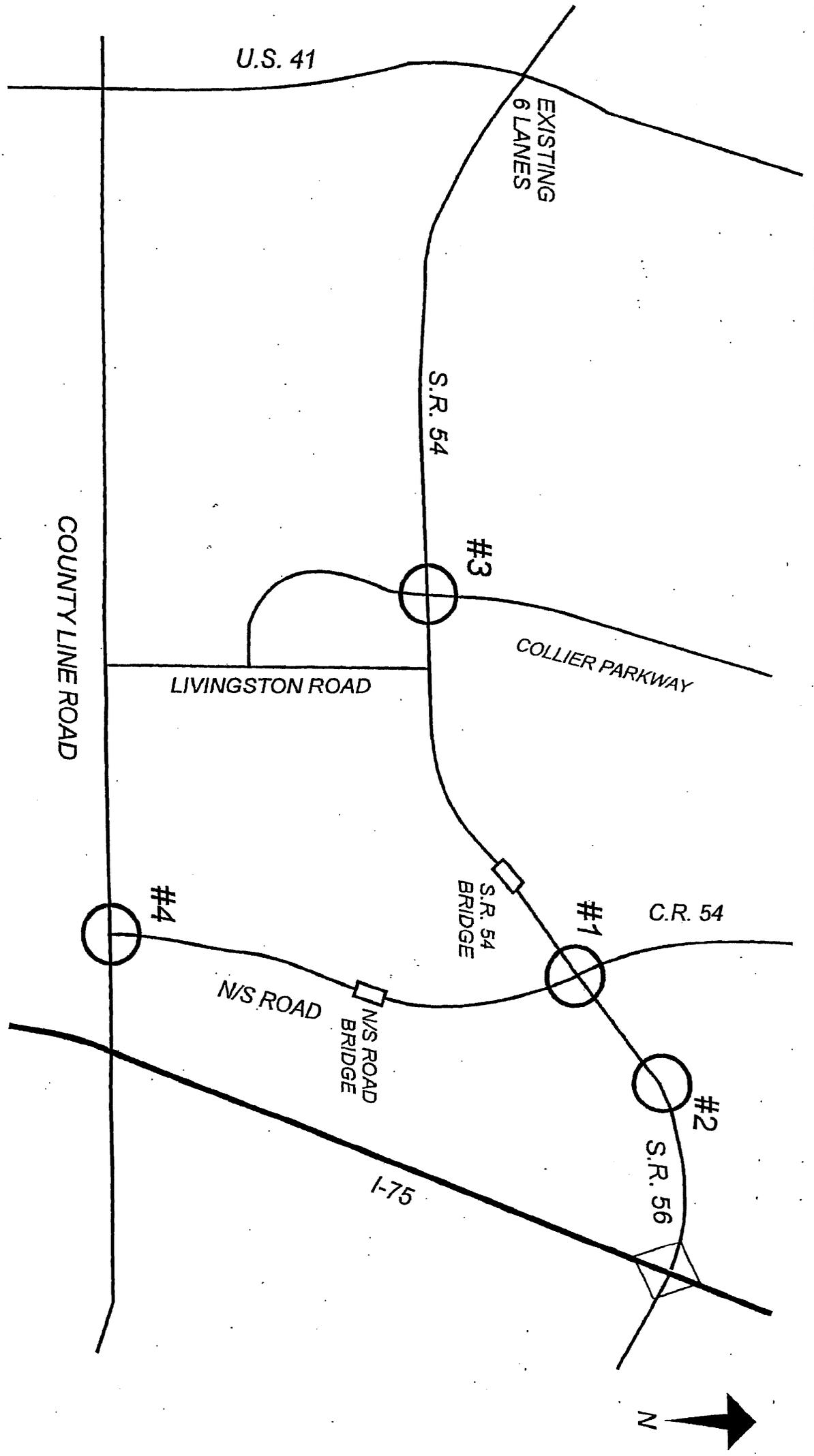
**CYPRESS CREEK
TOWN CENTER**
Pasco County, Florida

WilsonMiller, Inc.
Project Coordination, Planning
and Transportation

Burcaw & Associates, Inc.
Stormwater

Biological Research
Associates, Ltd.
Environmental

Brickleyer, Smolker
& Bolves, P.A.
Legal Counsel

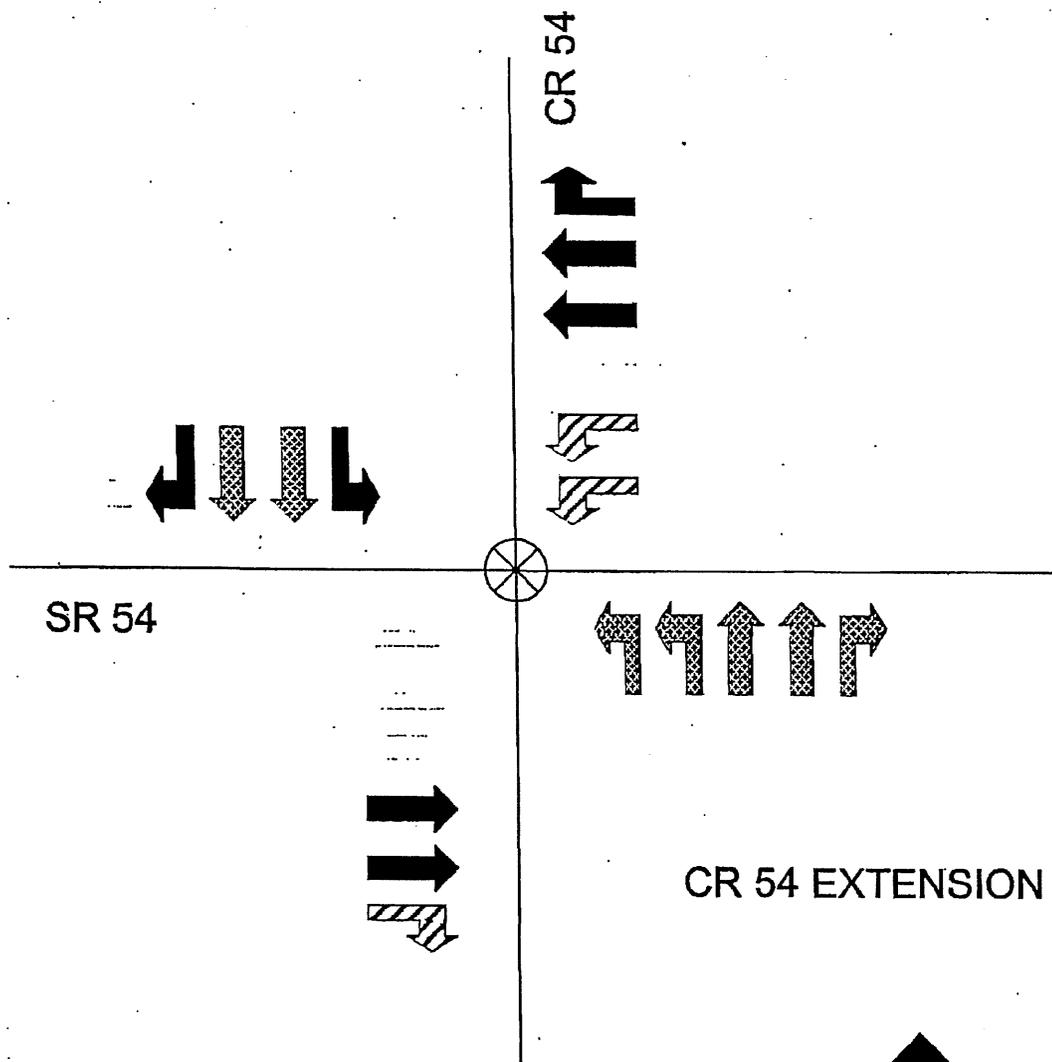


Wilson Miller <small>Wilson Miller, Inc. - A Subsidiary of Fluor Daniel</small> <small>Fluor Daniel</small>		CLIENT:
PROJECT:		DATE:
PROJECT NUMBER:		HORIZONTAL SCALE:
CROSS REFERENCE FILE NO.:		VERTICAL SCALE:
SHEET NUMBER:		SEC:
OF		TWP:
MAP 2 ON/OFF-SITE INTERSECTION LOCATIONS		RGE:
SHEET NUMBER:		PROJECT NUMBER:
OF		

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
 Wilson Miller, Inc.
 Naples • Fort Myers • Sarasota • Bradenton • Tampa
 1101 Channel Drive Suite 400N • Tampa, Florida 33602 • Phone 813.223.8500 • Fax 813.223.1000 • Web Site www.wilsonmiller.com

INTERSECTION #1

(SEE MAP 1)



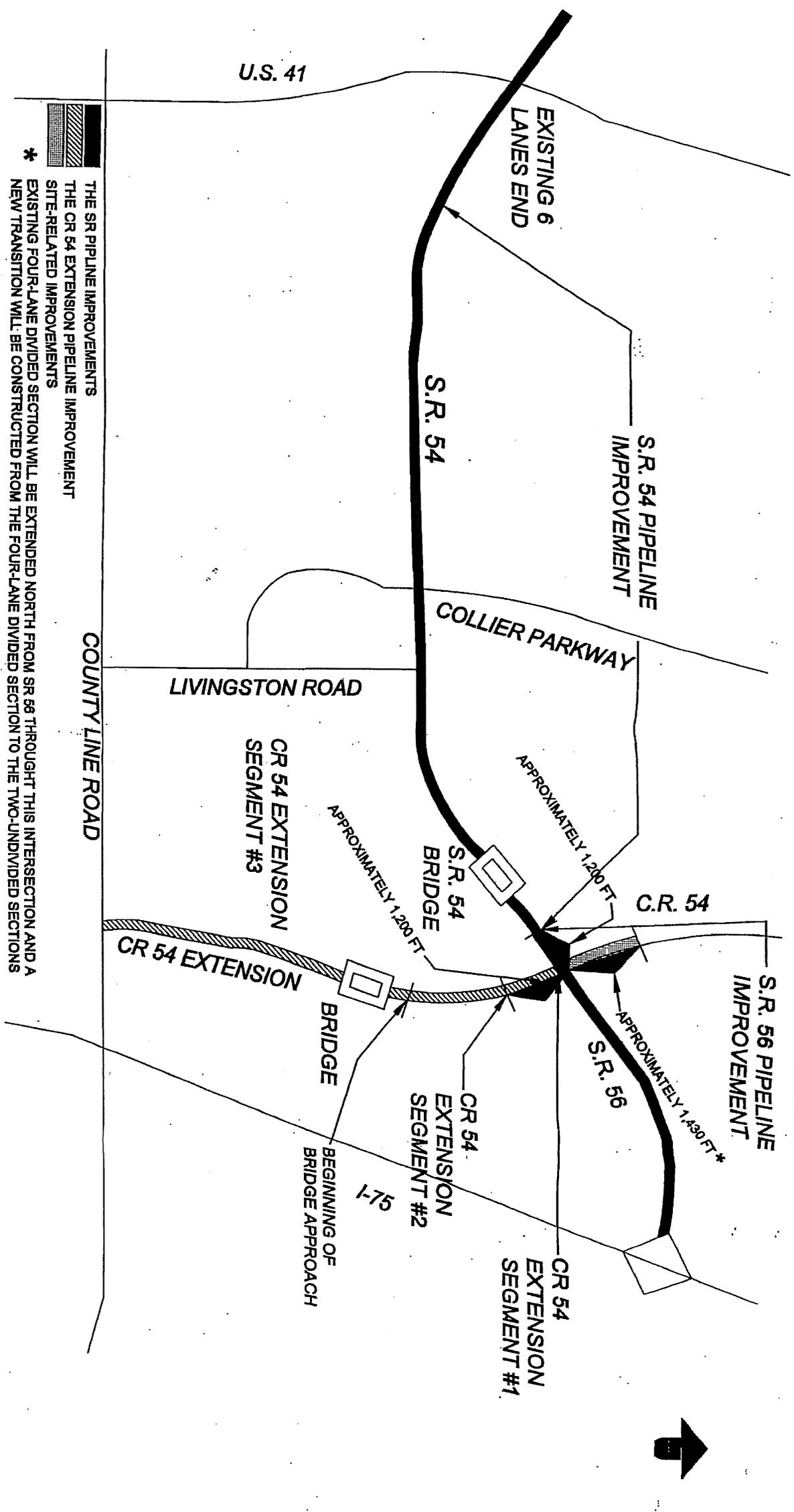
RECEIVED



- EXISTING LANE GEOMETRY
- EXISTING TRAFFIC SIGNAL
- PIPELINE IMPROVEMENTS
- PIPELINE IMPROVEMENTS ONLY UPON COMPLETION OF CR 54 EXTENSION; SITE SPECIFIC IF CR54 EXTENSION NOT COMPLETED
- PART OF CR 54 EXTENSION; NO IMPACT FEE CREDITS

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THE SR PIPELINE IMPROVEMENTS
THE CR 54 EXTENSION PIPELINE IMPROVEMENT
SITE-RELATED IMPROVEMENTS
 * EXISTING FOUR-LANE DIVIDED SECTION WILL BE EXTENDED NORTH FROM SR 86 THROUGH THIS INTERSECTION AND A NEW TRANSITION WILL BE CONSTRUCTED FROM THE FOUR-LANE DIVIDED SECTION TO THE TWO-DIVIDED SECTIONS

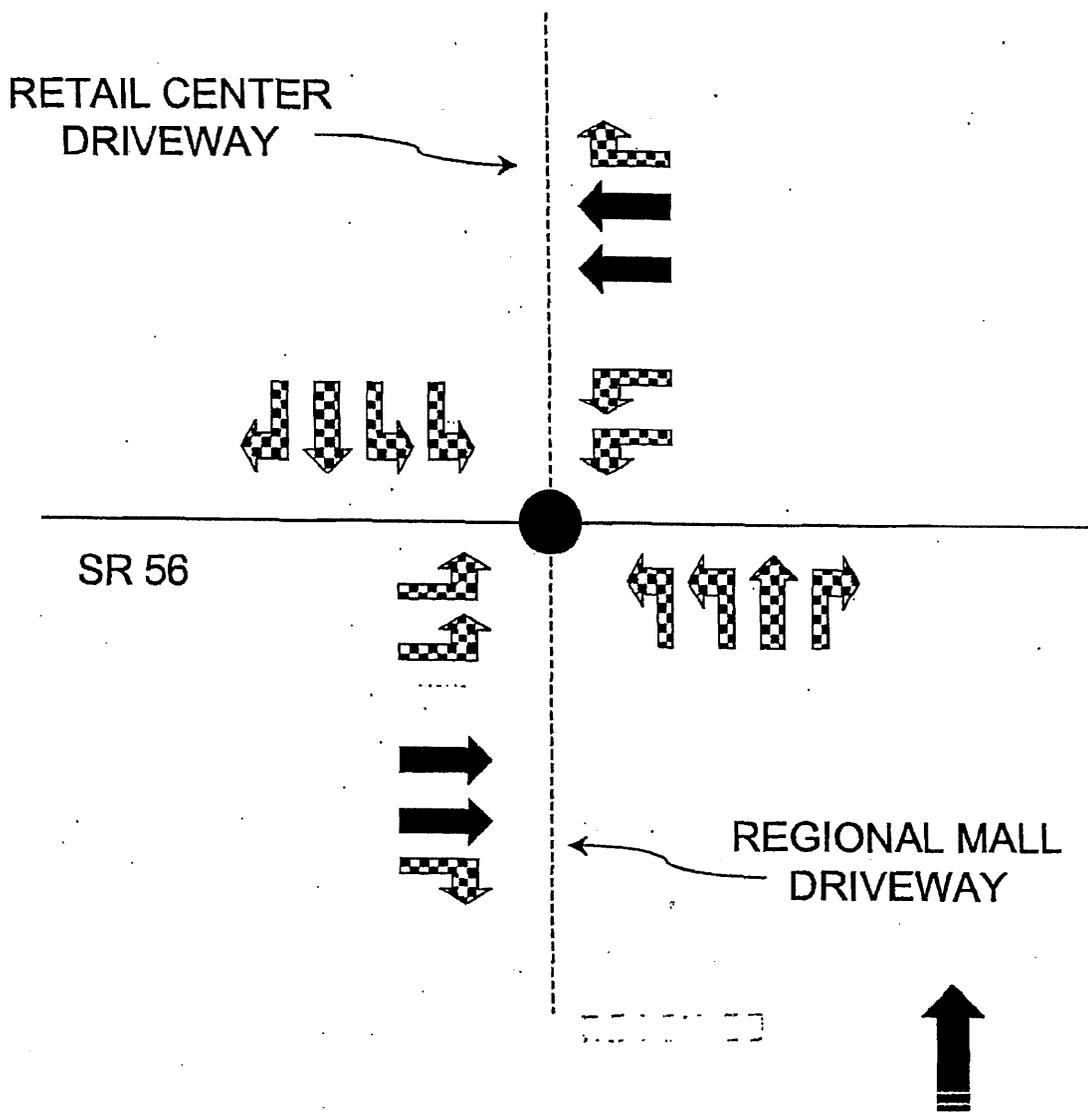
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 WilsonMiller, Inc.
 1101 Duane Street, Suite 400W, Portland, Oregon 97209 • Phone 503.222.1000 • Fax 503.222.1008 • www.wilsonmiller.com

CLIENT:	DATE:			TITLE:	INDEX NUMBER:
PROJECT:	HORIZONTAL SCALE:			MAP 3 ROADWAY LINK IMPROVEMENTS	SHEET NUMBER: OF
	VERTICAL SCALE:				
	SEC:	TWP:	R&E:	CROSS REFERENCE TABLE:	
				PROJECT NUMBER:	

INTERSECTION #2

(SEE MAP 1)



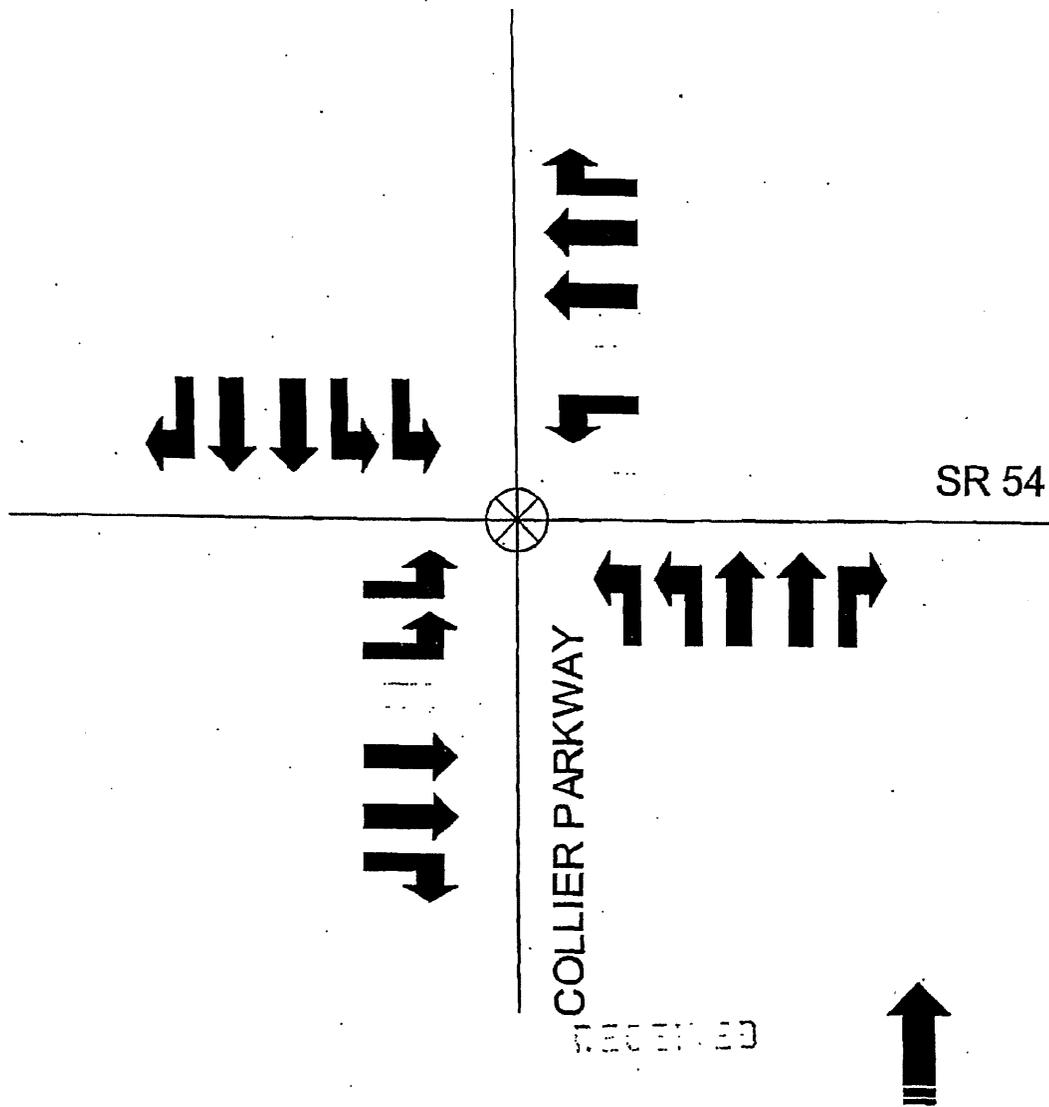
-  EXISTING LANE GEOMETRY
-  FUTURE SITE RELATED TRAFFIC SIGNAL
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

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INTERSECTION #3

(SEE MAP 2)



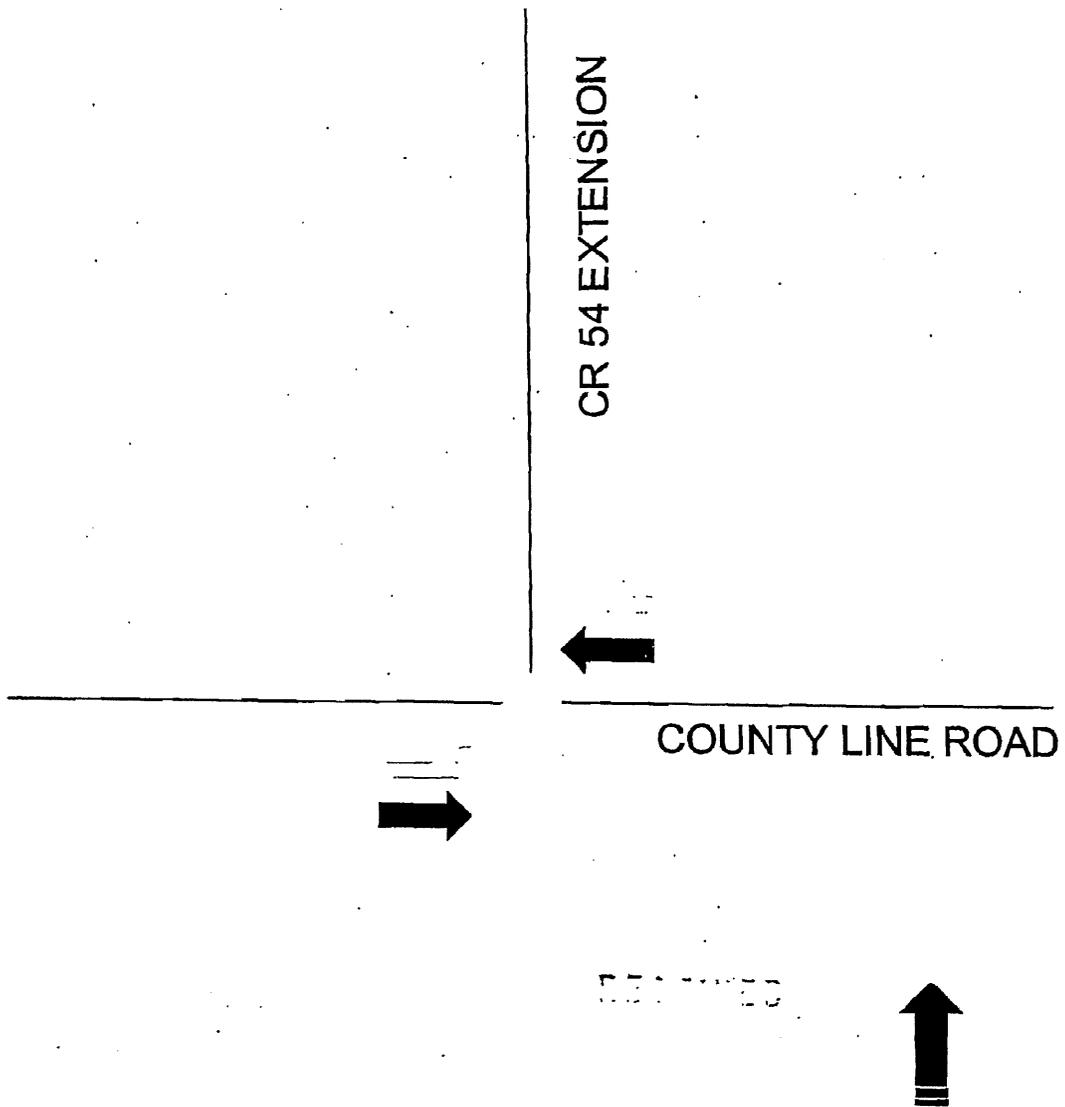
- ← EXISTING LANE GEOMETRY
- ⊗ EXISTING TRAFFIC SIGNAL
- ⇨ PIPELINE IMPROVEMENTS

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INTERSECTION #4

(SEE MAP 2)



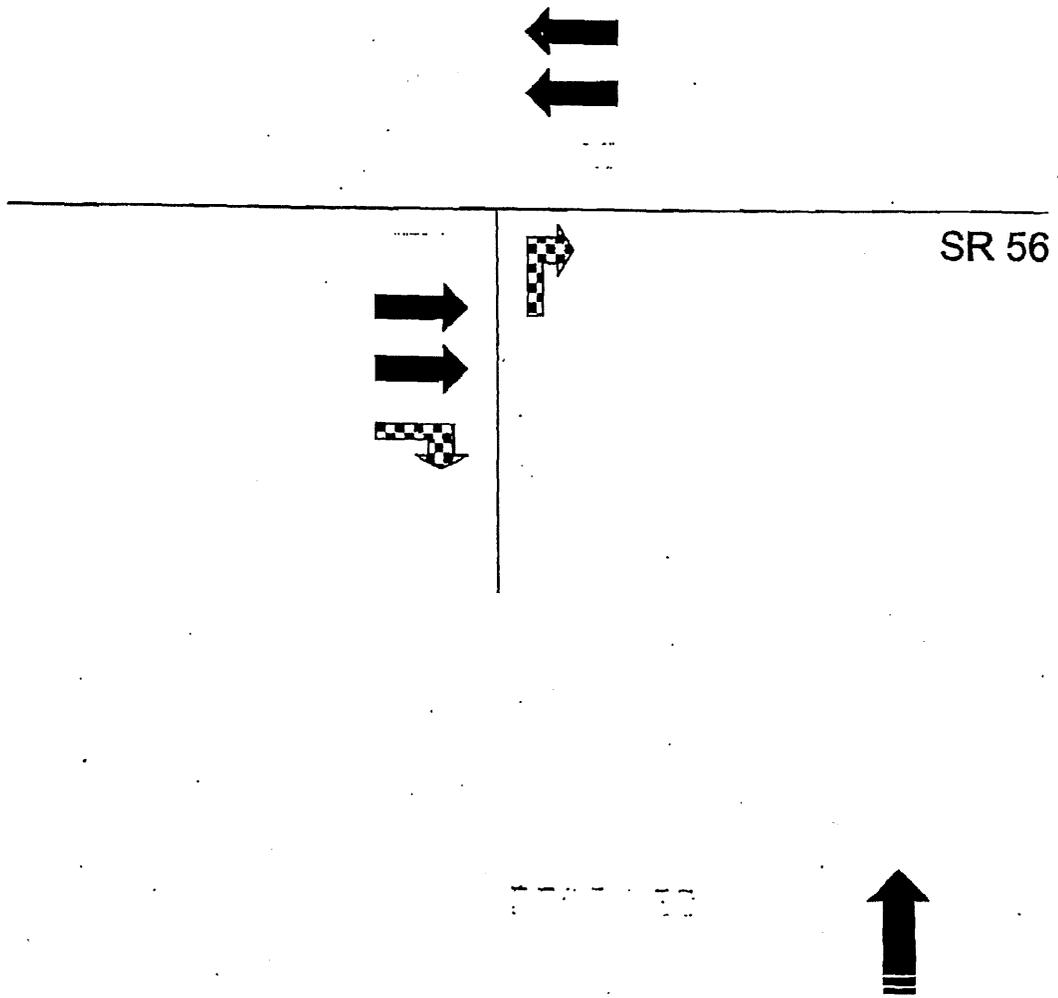
-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
-  FUTURE PIPELINE IMPROVEMENT TRAFFIC SIGNAL (NO IMPACT FEE CREDIT)

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INTERSECTION #5

(SEE MAP 1)



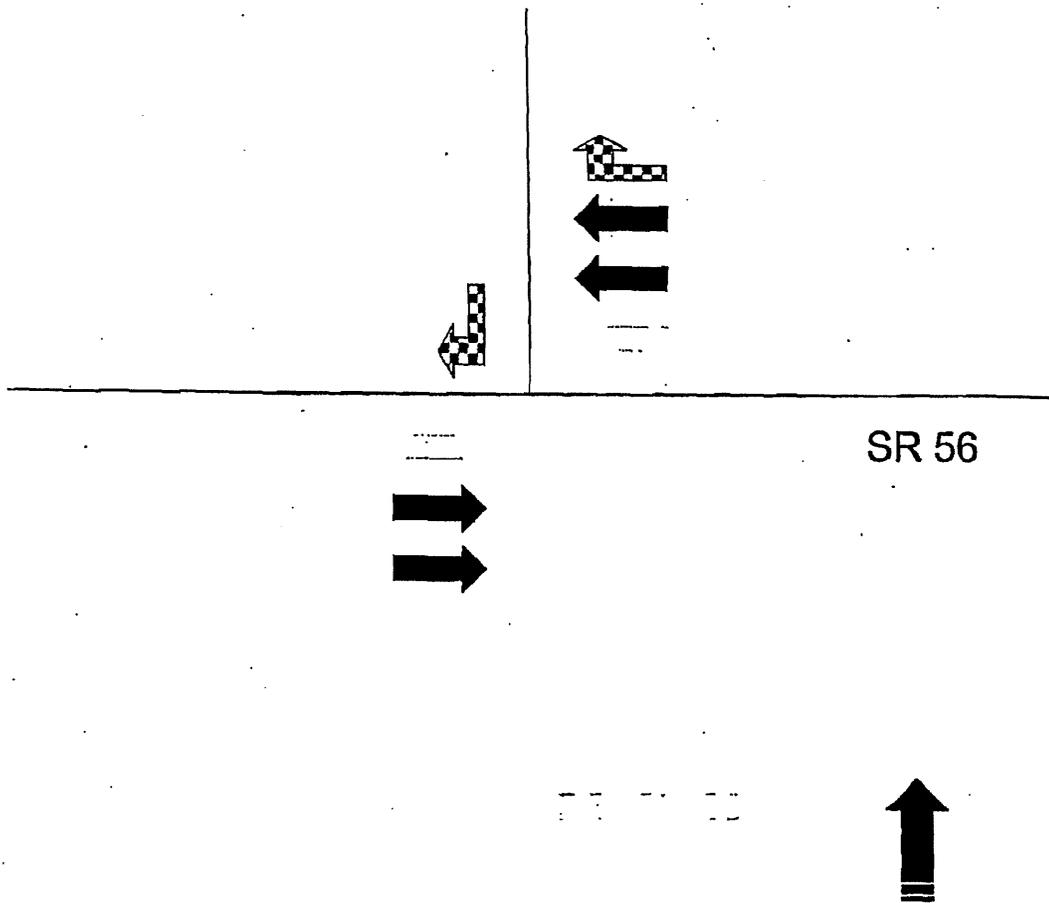
- ← EXISTING LANE GEOMETRY
- ⇐ PIPELINE IMPROVEMENTS
- ⇐ SITE RELATED IMPROVEMENTS

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INTERSECTION #6

(SEE MAP 1)



- ← EXISTING LANE GEOMETRY
- ⇨ PIPELINE IMPROVEMENTS
- ⇨ SITE RELATED IMPROVEMENTS

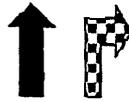
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INTERSECTION #7

(SEE MAP 1)

CR 54



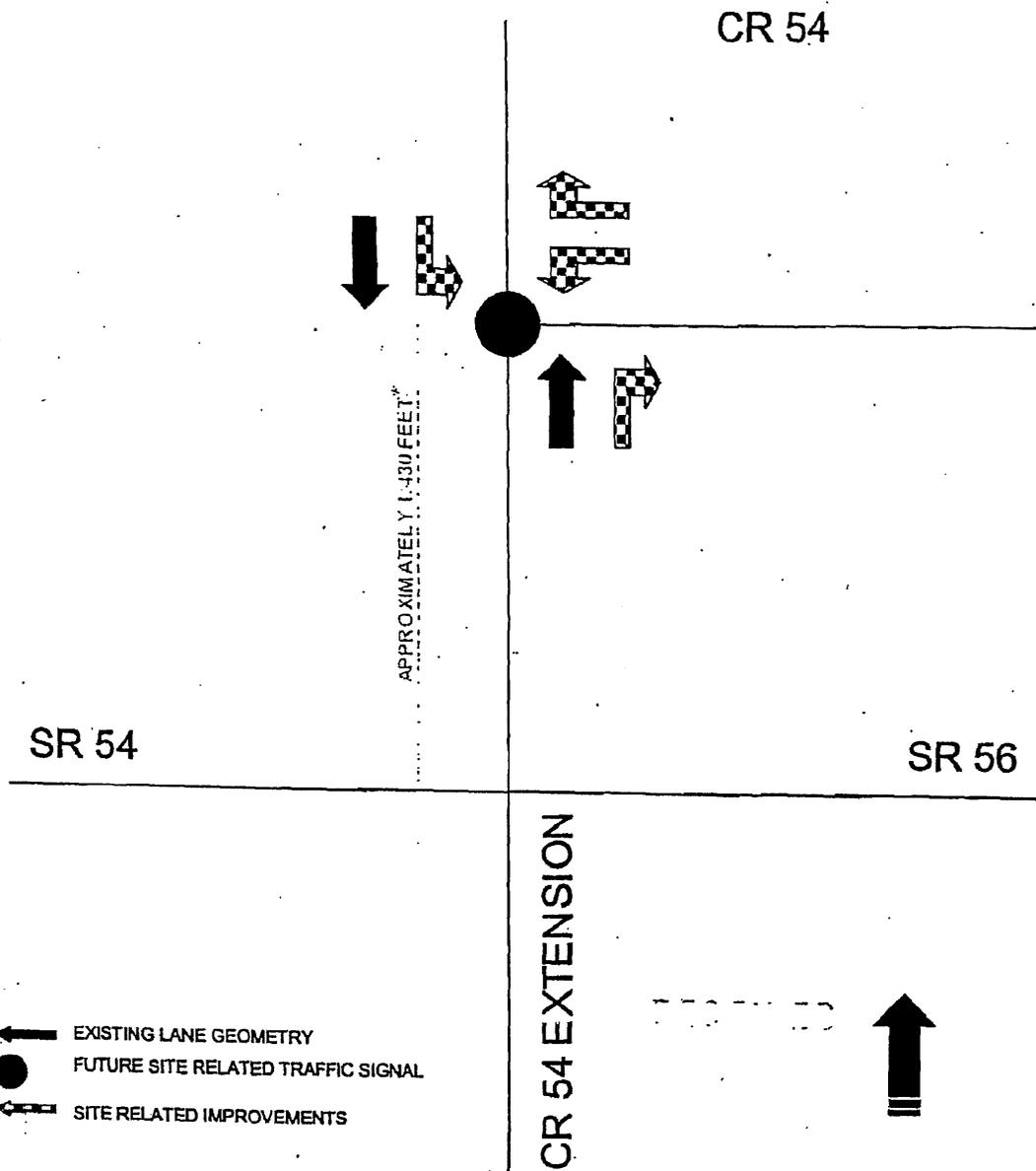
← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

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INTERSECTION #8

(SEE MAP 1)



* Existing four-lane divided section will be extended north from SR 56 through this intersection and a new transition will be constructed from the four-lane divided section to the two-lane undivided section.

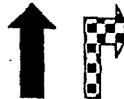
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INTERSECTION #10

(SEE MAP 1)

CR 54



← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

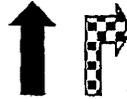
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INTERSECTION #11

(SEE MAP 1)

CR 54



← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

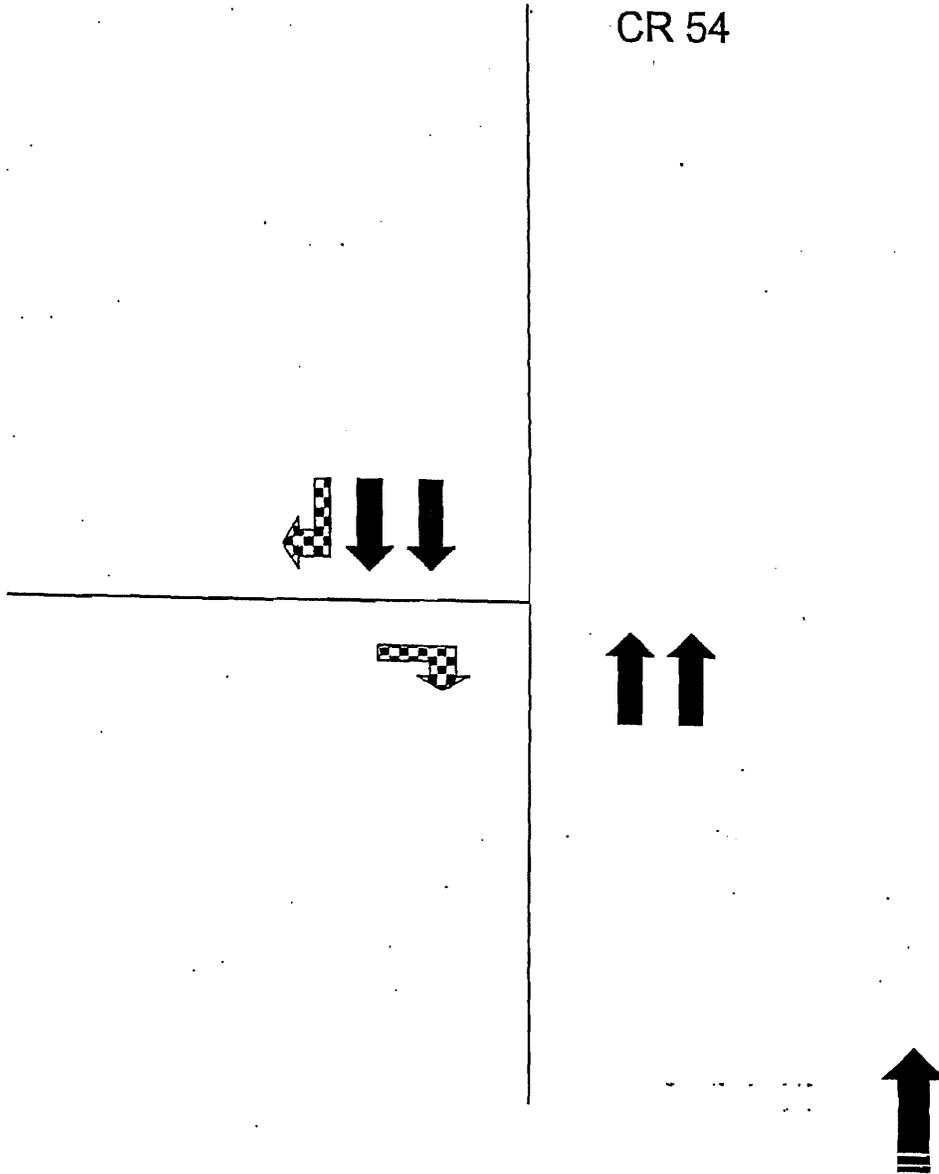
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INTERSECTION #12

(SEE MAP 1)

CR 54



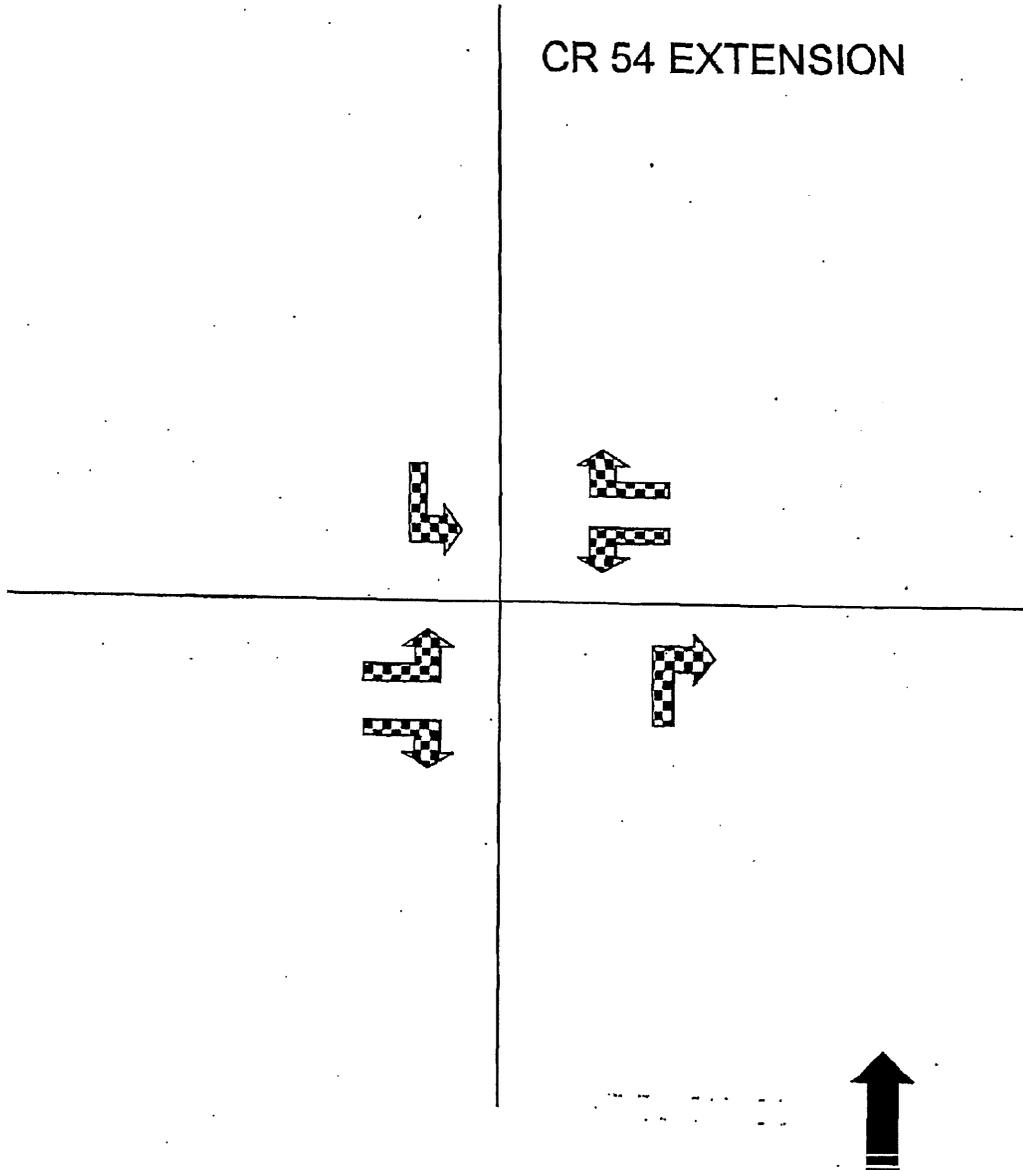
← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

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INTERSECTION #13

(SEE MAP 1)

CR 54 EXTENSION



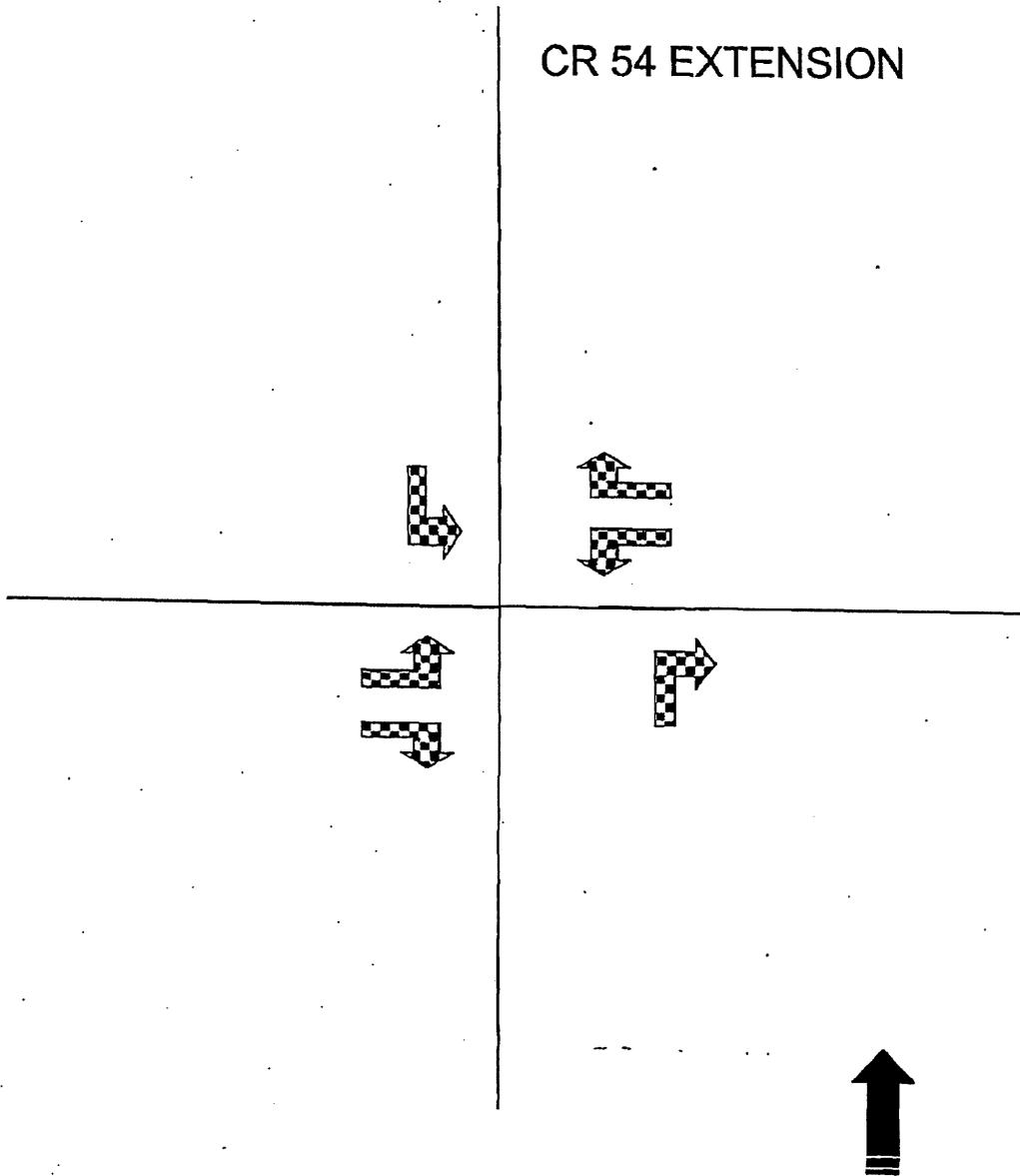
 PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
 SITE RELATED IMPROVEMENTS

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33602 813.223.9500

INTERSECTION #14

(SEE MAP 1)

CR 54 EXTENSION



== PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
← SITE RELATED IMPROVEMENTS

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INTERSECTION #15

(SEE MAP 1)

CR 54 EXTENSION



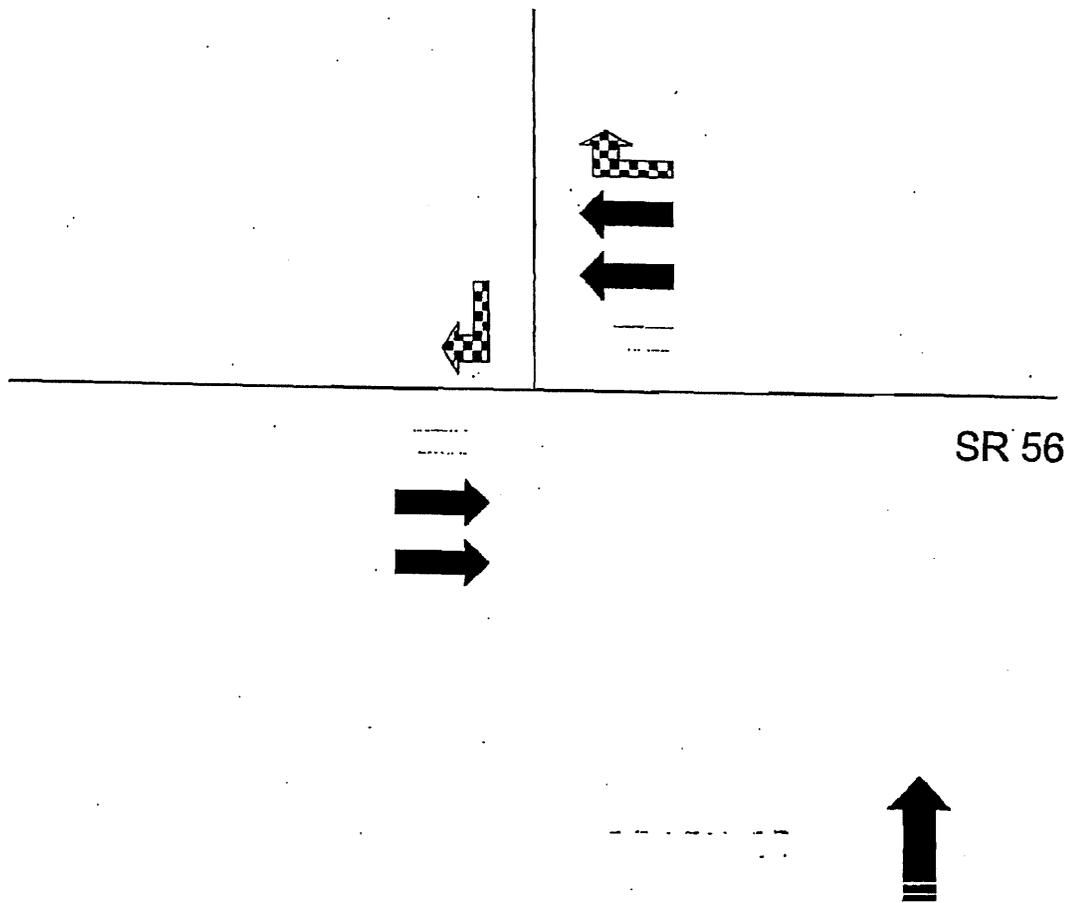
 PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
 SITE RELATED IMPROVEMENTS

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33602 813.223.9500

INTERSECTION #16

(SEE MAP 1)



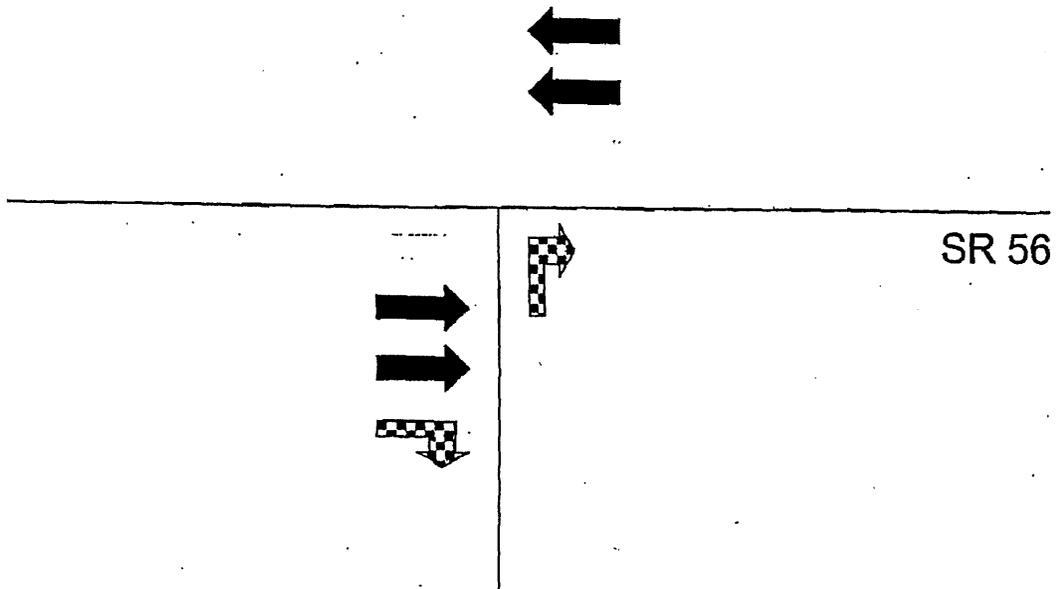
- ← LANE GEOMETRY
- PIPELINE IMPROVEMENTS
- ↖ SITE RELATED IMPROVEMENTS

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33602 813.223.9500

INTERSECTION #17

(SEE MAP 1)



-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

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33602 813.223.9500

EXHIBIT E

LAND USE TRIP RATES

(INTENTIONALLY REMOVED THROUGH AMENDMENTS TO THE
DA RELATING TO THE APRIL 2009 NOTICE OF PROPOSED CHANGE)

EXHIBIT F

C.R. 54 EXTENSION – SEGMENT NO. 3 MITIGATION ALTERNATIVES SUMMARY TABLE

Security for the County

Within 30 days after the final non-appealable approval of this Amended and Restated Development Agreement, or the final, non-appealable approval of the Amended, Restated and Consolidated Development Order (ARCDO) which was submitted pursuant to a Notice of Proposed Change (NOPC) on May 1, 2009, whichever is later, the Developer shall provide the County with a Letter of Credit for the C.R. 54 Extension Segment No. 3 in the amount of \$6 Million plus three percent interest compounded annually (escalation) from June 10, 2005 accruing to the effective date of the ARCDO approved by the Board of County Commissioners on December 15, 2009.

Status of County's Segment No. 3 ROW Acquisition		Alternatives*		Description
IF	County Acquires ROW Within 2 Years of the DA Amendment Approval Date**	THEN	1	<u>1. Upon County's election, Developer shall complete design, permit and construct, Segment No. 3. Developer shall be responsible for costs not to exceed Six Million and 00/100 Dollars (\$6,000,000.00) plus three (3%) percent interest compounded annually from June 10, 2005, accruing until date of election. County shall be responsible for any amount in excess of the Developers responsibility. If County cannot secure excess funds prior to design, permitting and construction, Developer may exercise payment option. (See Development Agreement Condition 4.b.(1)(b)(i)1) for specifics of Alternative 1.)</u>
		OR	2	<u>2. Upon County's election, County shall design, permit and construct, or cause to be designed, permitted and constructed by a third party, Segment No. 3. The Developer shall pay the actual design, permitting and construction costs up to, but not exceeding, \$6 Million plus three (3%) percent interest compounded annually from June 10, 2005, accruing until date of election. Payment made to the County upon fulfillment of certain specified conditions including completion timeframes. In case of County default, and/or if County cannot secure funds prior to design, permitting and construction, Developer may exercise payment option. (See Development Agreement Condition 4.b.(1)(b)(i)2) for specifics of Alternative 2.)</u>
IF	County Acquires ROW After 2 Years following the DA Amendment Approval Date but prior to December 31, 2015	THEN	3	<u>3. Upon County's election, Developer shall design, permit and construct Segment No. 3. The Developer shall be responsible for costs not to exceed \$6 Million plus interest equal to the Pasco County Construction Costs Index (escalation), compounded annually from the second anniversary of the DA Amendment Approval Date, accruing until the date County obtains Segment No. 3 ROW. County shall be responsible for any amount in excess of the Developers responsibility. If County cannot secure excess funds prior to design, permitting and construction, Developer may exercise payment option. (See Development Agreement Condition 4.b.(1)(b)(ii)1) for specifics of Alternative 3.)</u>
		OR	4	<u>4. Upon County's election, County shall design, permit and construct, or cause to be designed, permitted and constructed by a third party, Segment No. 3. The Developer shall be responsible for actual costs not to exceed \$6 Million plus interest equal to the Pasco County Construction Costs Index (escalation), compounded annually from the second anniversary of the DA Amendment Approval Date, accruing until the date the County obtains Segment No. 3 ROW. Payment made to the County upon fulfillment of certain specified conditions including completion timeframes. In case of County default, and/or if County cannot secure funds prior to design, permitting and construction, Developer may exercise payment option. (See Development Agreement Condition 4.b.(1)(b)(ii)2) for specifics of Alternative 4.)</u>
IF	County Fails to Acquire ROW prior to December 31, 2015 OR County Acquires ROW but Fails to Make Formal Election prior to December 31, 2015	THEN	5***	<u>5. Upon County's election, following the issuance of a building permit for the 1,000,000th s.f. of vertical development within the Project south of S.R. 56, the Developer shall pay (in lieu of designing, permitting and construction of Segment No. 3) the County an amount equal to \$6 Million plus interest equal to the Pasco County Construction Costs Index (escalation), compounded annually from the second anniversary of the DA Amendment Approval Date, accruing until the date of issuance of the building permit for the 1,000,000th s.f. of vertical development. (See Development Agreement Condition 4.b.(1)(b)(iii)1) for specifics of Alternative 5.)</u>
		OR	6****	<u>6. Developer or County may elect to cause Developer to pay County a sum equal to \$6 Million plus interest equal to the Pasco County Construction Costs Index (escalation), compounded annually from the second anniversary of the DA Amendment Approval Date, accruing until date of election. (See Development Agreement Condition 4.b.(1)(b)(iii)2) for specifics of Alternative 6.)</u>

* At any time the Developer and County may mutually agree to amend the DA to extend the time period which Developer would be obligated to construct the Segment No. 3, or otherwise amend the mitigation alternatives upon mutual agreement and provided that no other Elections have been made as provided herein.

** County may also elect Alternative 1 or 2 only within the first 2 Years following the DA Amendment Approval Date.

*** Provided County has made no election pursuant to Alternatives 1-4, and County and/or Developer have made no election pursuant to Alternative 6.

**** Provided County has made no election pursuant to Alternatives 1-5.

Note: The Conditions contained in Section 4.b.(1)(b)(iv) contain additional conditions and provisions which may govern the above summarized alternatives. This section also contains a description of the procedure for crediting design costs against any payment described in the above alternatives. If a discrepancy exists between the written conditions of the Development Agreement and this summary table, the written Conditions of the Development Agreement shall control.

252



PASCO COUNTY, FLORIDA

NEW PORT RICHEY
DADE CITY
LAND O' LAKES
FAX

(727) 847-8193
(352) 521-4274
(813) 996-7341
(727) 847-8084

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

CERTIFIED MAIL NO. 7004 2510 0004 9861 4476
RETURN RECEIPT REQUESTED

December 21, 2009

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

RE: Cypress Creek Town Center - Development of Regional Impact (#252)
Amended and Restated Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Cypress Creek Town Center Development of Regional Impact #252 Amended and Restated Development Order (Resolution No. 10-100), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order was approved by the Pasco County Board of County Commissioners on December 15, 2009.

Sincerely,

Cynthia D. Spidell
Senior Planner & DRI Coordinator

Enclosure

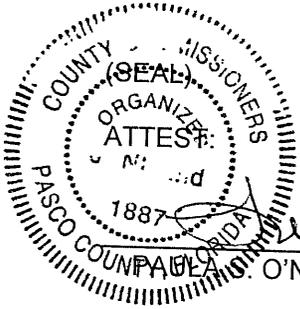
NOTICE OF ADOPTION OF THE AMENDED, RESTATED AND CONSOLIDATED
DEVELOPMENT ORDER FOR THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 10-100, dated December 15, 2009, has amended the development order (DO) for a Development of Regional Impact known as Cypress Creek Town Center. The above-reverenced DO constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO.

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

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

DONE AND RESOLVED this 15th day of December, 2009.



Jandra Della
PAULA S. O'NEIL, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

CHAIRMAN

APPROVED

DEC 15 2009

BOCC

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT
ON FILE OR OF PUBLIC RECORD IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL THIS
16th DAY OF December, 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY Jandra Badly DC ^{1 Page} DEPUTY CLERK

A RESOLUTION AMENDING, RESTATING AND CONSOLIDATING THE DEVELOPMENT ORDER APPROVING THE CYPRESS CREEK TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 252).

WHEREAS, on May 1, 2009, in accordance with Section 380.06(19), Florida Statutes, as amended, Pasco 54, Ltd., Pasco Ranch, Inc., and JG Cypress Creek LLC (Developer), filed a Notice of Proposed Change (NOPC) to the previous Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Cypress Creek Town Center (DRI No. 252) (Project); and,

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

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

WHEREAS, the original Development Order for the Project was adopted by the Board of County Commissioners on February 24, 2004; and

WHEREAS, the original Development Order was amended by the Board of County Commissioners on April 26, 2005 (RES 05-188) and May 13, 2008 (RES 08-217); and

WHEREAS, the changes in the NOPC are to 1) extend the Phase 1 build-out date to December 31, 2021 for purposes of transportation concurrency and State/ Regional review; 2) extend the Development Order expiration date by a corresponding ten (10) years, from December 31, 2019 to December 31, 2029; 3) incorporate the updated project entitlements (in Table 1 of the DO) from the prior land use conversion approved by the Board of County Commissioners on May 13, 2008 (RES 08-217) (i.e. conversion of 115,075 square feet of Regional Mall for 2,582 Move-Theatre seats); 4) incorporate the revision to Map H that combined the approved land uses in the northern portion of the development as approved by the Board of County Commissioners on May 13, 2008 pursuant to Section 380.06(19)(e)(2), Florida Statutes (RES 08-217); 5) modify Development Order 5.n.(4) to specify the Developer's specific Phase I transportation mitigation requirements; and 6) replace "Pasco Properties of Tampa Bay, Inc." with "JG Cypress Creek LLC" as one of the Master Developers of Record; (the Proposed Changes); and

WHEREAS, on November 25, 2008, the BCC adopted Ordinance No. 08-47, amending the County's Concurrency Management Regulations to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by one (1) year (the One-Year Extension); and

WHEREAS, on June 23, 2009, the BCC adopted Resolution No. 09-269 pursuant to the County's Concurrency Management Regulations to further extend, without additional concurrency review or analysis, the

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL THIS
16th DAY OF DECEMBER 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY Sandra Badley/OC 51 pages DEPUTY CLERK

concurrency expiration date of all projects in Pasco County by two (2) additional years (the Two-Year Extension); and

WHEREAS, the Project is eligible for the One-Year Extension and the Two-Year Extension for transportation concurrency review purposes; and

WHEREAS, on November 5, 2009, the Development Review Committee approved a variance from Section 402.3.C, 402.6.C.(1) and 402.6.D, Pasco County Land Development Code, to extend the build-out date for transportation concurrency by seven (7) years without requiring a new traffic study and without additional traffic study review because the developer completed the S.R. 54/56 pipeline project in advance of utilizing any of the additional transportation capacity created by the S.R. 54/56 pipeline project; and

WHEREAS, for State/regional review purposes, a two (2) year extension was granted pursuant to Senate Bill 360 (2009) (which provided a 2-year extension from December 31, 2011 to December 31, 2013) (the Two-Year State/Regional Extension); and a three (3) year extension was granted pursuant to House Bill 7203 (2007) (which provided a 3-year extension from December 31, 2013 to December 31, 2016) (The Three-Year State/Regional Extension). The Two-Year State/Regional Extension and the Three-Year State/Regional Extension were claimed respectively in the July 9, 2009 and July 22, 2009 letters from the Developer to the TBRPC. Pursuant to this NOPC a five (5) year extension from December 31, 2016 to December 31, 2021 has been requested pursuant to 380.06(19)(c), Florida Statutes and is not a substantial deviation pursuant to 380.06(19)(c), Florida Statutes; and

WHEREAS, the Board of County Commissioners has approved the NOPC on December 15, 2009, and hereby adopts this Amended, Restated, and Consolidated Development Order for the Project (DO), which shall replace and supersede the original Development Order as amended in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

The DO for the Project is hereby amended, restated and consolidated as set forth below:

AMENDED, RESTATED AND CONSOLIDATED

CYPRESS CREEK TOWN CENTER DEVELOPMENT ORDER

1. General Findings of Fact

The Pasco County Board of County Commissioners makes the following general Findings of Fact:

a. The DRI Development Order for the Cypress Creek Town Center was approved by the Pasco County Board of County Commissioners on November 23, 2004, by Resolution No. 05-40. The nature, type, scope, intensity, density, costs, and general impact of the Cypress Creek Town Center DRI are those which are summarized in Composite Exhibit A, the Application for Development Approval ("ADA"), and in Exhibit B, the Specific Findings of Fact and Regional Impacts contained in Pages 1-91 of the Tampa Bay Regional Planning Council ("TBRPC") Final Report. Both Exhibits A and B are not attached to this

Development Order, but are on file with the County and incorporated into this Development Order by reference.

b. The DRI Development Order for the Cypress Creek Town Center was reviewed and appealed by the Department of Community Affairs to the Florida Land and Water Adjudicatory Commission pursuant to Section 380.07, Florida Statutes. That case went before the Division of Administrative Hearings as DOAH Case No. 05-0865.

c. The appeal of the DRI Development Order for the Cypress Creek Town Center was resolved by the settlement agreement approved by the Pasco County Board of County Commissioners on April 26, 2005.

d. The April 26, 2005, public hearing to consider and approve the settlement agreement and its implementing amendments to the DRI Development Order for the Cypress Creek Town Center was noticed to the general public by publication in a newspaper of general circulation in Pasco County at least 15 days before that public hearing.

e. At the noticed public hearing on April 26, 2005, all parties and members of the general public requesting to do so were afforded the opportunity to present written or oral communications as to the proposed settlement agreement and to the implementing amendments to the DRI Development Order for the Cypress Creek Town Center.

f. On April 26, 2005, the Pasco County Board of County Commissioners approved those amendments to the DRI Development Order for the Cypress Creek Town Center based on staff reports, documents, evidence and testimony received at the April 26, 2005 public hearing, as well as the staff reports, documents, evidence and testimony received at the November 23, 2004, public hearing for Resolution No. 05-40.

g. On May 1, 2009, the Developer filed, in accordance with Section 380.06(19), as amended, an NOPC for the Project and associated responses to requests for additional information. The Proposed Changes are not a substantial deviation pursuant to Section 380.06(19), F.S. The NOPC, collectively with the original ADA, are referred to herein as the application and are incorporated into this DO by reference as Exhibit A.

h. The nature, type, scope, intensity, density, and general impact of the Project, as revised, are summarized in the NOPC and Table 1 below; the specific findings of fact and regional impacts contained in the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report and the NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

i. The real property encompassed by the Project is owned by the individual property owners described in the Biennial Reports. A description of the real property is attached hereto as Exhibit C (Legal Description) and incorporated herein.

j. The Pasco County Comprehensive Plan Future Land Use Map classifications for the

area subject to this DO are CON (Conservation Lands), RES-3 (Residential - 3 du/ga) and ROR (Retail/Office/Residential). The proposed development is consistent with the provisions of the CON (Conservation Lands), ROR (Retail/Office/Residential) and RES-3 (Residential - 3 du/ga) (as applicable) Land Use Classifications and other Goals, Objectives, and Policies of the Comprehensive Plan.

k. Zoning on the property which is subject to the application is MPUD Master Planned Unit Development.

l. On August 28, 2009 the TBRPC notified the County that the NOPC review was complete and that the TBRPC had issued a draft DRI NOPC Report for DRI No. 252, Cypress Creek Town Center, recommending approval of the NOPC. On September 14, 2009 the TBRPC adopted the NOPC Report for DRI No. 252, Cypress Creek Town Center recommending approval of the NOPC.

m. The Board of County Commissioners scheduled and held a public hearing on the pending NOPC on December 15, 2009.

n. Notice of the hearing was published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the Board of County Commissioners.

o. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and to submit rebuttal evidence.

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

q. The Board of County Commissioners received and considered the TBRPC NOPC Report on the NOPC application.

r. The Board of County Commissioners received and considered various other reports and information including, but not limited to the recommendations of the Pasco County Development Services Branch and the DRC.

2. Conclusions of Law

The Pasco County Board of County Commissioners hereby finds as follows:

a. The Project as amended by the NOPC will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Application.

b. As conditioned, this DO is consistent with the report and recommendation of the TBRPC.

c. As conditioned, this DO is consistent with the applicable provisions of the Land Development Code (LDC).

d. As conditioned, this DO is consistent with the applicable provisions of the Comprehensive Plan.

e. The land that is subject to this DO is not in an area of critical State concern.

f. This DO is consistent with the settlement agreement approved on April 26, 2005.

g. The Proposed Changes in the NOPC application are not a substantial deviation pursuant to Section 380.06(19).

3. Approval Stipulations

a. Specific approval of Phase I of the Application is hereby granted with conditions. Phase II of the Application is subject to additional review as provided herein. Conceptual approval is granted for Phase II; this may be changed to specific approval, subject to an amendment to Sub-area Policy 9.1.2 of the Future Land Use Element of the Comprehensive Plan, additional analyses through the NOPC process performed pursuant to the requirements of Section 380.06, F.S., and in accordance with Specific Conditions No. 5.n.(1) and 5.o. (2) of this DO.

b. The requirements of and conditions contained in this DO shall regulate the development of the property described in Exhibit C. Following the adoption of this DO, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the property.

In the event Pasco County believes violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer after providing the Applicant/Developer with an opportunity to be heard and, if it is determined by the County Administrator or his designee that a violation has occurred, the County Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected or the Board of County Commissioners rescinds the Notice of Noncompliance at a hearing to consider the matter. Notwithstanding the foregoing, violations of the Development Agreement shall be addressed in accordance with the provisions of the Development Agreement.

c. All development specifically authorized by this DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated in the manner specified in this DO.

(2) The Applicant's/Developer's commitments set forth in Exhibit D shall be honored by the Applicant/Developer, except as they may be superseded by specific terms of this DO.

d. Development of the Cypress Creek Town Center DRI shall be governed by the standards and procedural provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida Statutes Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

e. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2029, unless the County can demonstrate that substantial changes in the conditions underlying the approval of this DO have occurred or that the DO was based on substantially inaccurate information provided by the Applicant/Developer, or that the change is clearly established by local

government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and land development regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

f. As provided in Chapter 190, F.S., and subject to the Pasco County Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD, which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

g. The property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the property may continue to be used for agricultural activities until the property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

(1) Development of the Cypress Creek Town Center shall proceed in accordance with the phasing schedule indicated in Table 1 below.

(2) Excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Developer's risk and shall not vest latter phase development rights.

**Table 1
Cypress Creek Town Center DRI
Land Use and Phasing Schedule**

<u>Land Use</u>	Phase 1 <u>12/31/2021¹</u>	Phase 2 <u>TBD³</u>	<u>Totals</u>
Regional Mall (SF) ²	1,184,925	215,000	1,399,925
Retail Center (SF) ²	600,000	0	600,000
Office (SF) ²	120,000	300,000	420,000
Hotel (Rooms)	350	350	700
Highway Commercial (SF) ²	96,000	0	96,000
Multifamily Residential (D.U.)	230	400	630
Movie Theater (Seats)	2,582	0	2,582

¹ The build-out date for transportation concurrency, and state/regional review purposes is December 31, 2021, unless otherwise extended pursuant to the County's Concurrency Management Ordinance and/or applicable State law.

² Square feet in Gross Leasable Area ("GLA") for the purposes of calculating entitlements only shall mean the actual number of square feet on all levels that is equal to the Gross Building Area ("GBA") minus any enclosed or open air mall, and other interior or exterior areas occupied primarily by mechanical, electrical, telephone or other operating equipment, truck or loading docks, police substations, service and fire corridors, stairwells and freight elevator shafts, and maintenance facilities. Construction plans shall reflect both GBA and GLA. All construction plans shall provide an updated accounting of total approved, previously permitted and requested GBA and GLA.

³ To Be Determined consistent with Conditions 5.n. (1) and 5.o. (2).

b. Effective Date and Duration

(1) The DO for the Project shall take effect upon transmittal to the FDCA, the TBRPC, and the Developer. The effectiveness of this DO shall be stayed by the filing of a notice of appeal pursuant to Section 380.06, Florida Statutes.

(2) The effective period of this DO shall be until December 31, 2029. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Section 380.06(19), F.S.

(3) Development of the Project shall proceed in accordance with the phasing schedule indicated in Table 1 above.

c. Commencement of Development

If physical development of the Cypress Creek Town Center has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Section 380.06(19), F.S., whether the delay represents a substantial deviation from the terms and conditions of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or vertical development, unless otherwise approved by Pasco County.

d. Build-out of Project

(1) Unless extended by the Board of County Commissioners pursuant to the Concurrency Management Ordinance, the build-out date of Phase 1 of the Project shall be December 31, 2021. This build-out date includes the One-Year Extension and the Two-Year Extension.

(2) Any delay in the build-out date of Phase 1 of the Project beyond December 31, 2021, may require a new transportation analysis, in accordance with applicable law, as the basis for a DO amendment which may include a re-evaluation of required transportation mitigation. The County Administrator or the Board of County Commissioners may waive any applicable transportation analysis requirement for any entitlements within the Project that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out date extensions for such

entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as may be amended from time to time. The applicable build-out date for Phase 2 shall be established when specific approval of Phase 2 is obtained.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described elsewhere herein, the project consists of the land uses by phase as described in Table 1.

b. Land Use Exchange

(1) Phase 1 development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the Florida Department of Community Affairs and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next Biennial Report. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Notwithstanding the foregoing, office entitlements cannot be exchanged for retail, mall, hotel, or residential entitlements. In addition, no approved entitlements may be traded for additional residential entitlements.

(2) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the Notice of Proposed Change (NOPC) process as required by Section 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of this DO.

(3) Unless the Applicant/Developer demonstrates to Pasco County that projected traffic volumes and patterns would be similar to those initially approved, conversion of land entitlements authorized under provisions of the Land Use Equivalency Matrix shall be limited as follows: Land use entitlements located on the parcel north of S.R. 56 can only be exchanged for authorized entitlements located on the north parcel. The same applies for south parcel entitlements.

c. Water Quality and Drainage

(1) Development of Cypress Creek Town Center shall not result in a Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Section 40D-4, Florida Administrative Code (FAC), and Pasco County stormwater management requirements. Treatment shall be provided by biological filtration and residence times or a combination thereof. Best Management Practices (BMP) for reducing adverse water quality impacts as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. South of S.R. 56, the stormwater treatment system shall be designed to treat the first 1½

inches of rainfall and shall provide fourteen (14) day residence time, unless otherwise approved by Pasco County and the SWFWMD. In addition, the Applicant/Developer shall comply with the following design requirements.

(a) All swales shall be fully vegetated and operational.

(b) Dry stormwater retention/detention areas, including side slopes and bottoms, shall be fully vegetated as required.

(c) The Applicant/Developer or other responsible entities shall ensure that the stormwater management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit (ERP). The Applicant/Developer or other responsible entities shall hire a licensed engineer to conduct annual inspections of the stormwater management system on the project site to ensure that the system is being properly maintained in keeping with its design and is capable of accomplishing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each DRI Biennial Report.

(d) Should the Applicant/Developer or its representative discover that if any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, report such fact to Pasco County and shall promptly undertake any necessary repairs or modifications to the system. The Biennial Report shall describe any such problems and the necessary repairs or modifications to remedy them as well as what repairs or modifications to the system have been undertaken since the previous Biennial Report.

(e) The stormwater management system shall be designed to maintain the natural hydroperiod of the on-site wetlands and the floodplain habitats of Cypress Creek and Cabbage Swamp in full conformance with permit requirements by appropriate agencies with jurisdiction.

(f) Prior to the first construction plan approval, the Applicant/Developer must provide a plan detailing the operation and maintenance of the stormwater management system. The plan shall, at a minimum, identify the responsible entity, establish a long-term funding mechanism which may include the formation of a Property Owners Association, and provide assurance through written commitments that the entity in charge of the program has the technical expertise necessary to carry out the operation and maintenance functions of the stormwater management system. The plan must be approved by Pasco County prior to construction plan approval, and implementation of the plan must begin prior to each phase.

(g) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary site plan approval.

(h) The Applicant/Developer shall advise future residents and tenants of seasonal variations with created water features and that lakes should not be perceived as having constant water levels.

(3) Planning and development of the Cypress Creek Town Center shall conform to the rules adopted by the Southwest Florida Water Management District (SWFWMD) for the Northern Tampa Bay Water (TBW) Use Caution Area. Development of the Cypress Creek Town Center shall be designed to not negatively impact the existing water quality of Cypress Creek, an OFW, as required in Section 40D-4, FAC. There shall be no direct discharge of stormwater runoff into Cypress Creek.

(a) In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. The Applicant/Developer shall develop a surface-water quality monitoring program to be continued for five years following project build-out demonstrating compliance with such standards. The following parameters shall be included within any required surface water-quality monitoring program: sampling locations and specific parameters, frequency of monitoring, and reporting subject to approval by Pasco County, SWFWMD, FDEP, TBW and other appropriate regulatory bodies. Access to the monitoring sites shall be made available to the agencies listed above.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with the (EPA/FDEP) Environmental Protection Agency/Florida Department of Environmental Protection quality-control standards and requirements.

(c) The surface water-quality monitoring results shall be submitted to the FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standard, the Developer shall identify the specific construction or other activity identified as causing the violation which shall cease until the violation is corrected. The design of the stormwater collection system shall facilitate the testing of stormwater runoff from individual parcels to help in detection of the specific source of any such violation. In the event that the specific construction or other activity causing the violation cannot be identified, all construction shall cease until the violation is corrected.

(d) Subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds. All test boring logs of the site are to be provided during the permitting process and prior to any construction to the FDEP and the Southwest Florida Water Management District (SWFWMD).

(4) A groundwater-quality monitoring program shall be developed in coordination with the FDEP and the SWFWMD to establish parameters, methodology, and locations of monitoring sites. Any such program shall be submitted to Pasco County, FDEP, SWFWMD, and TBW for review and approval and shall be included in each Biennial Report. Any required groundwater-quality

monitoring program shall be instituted before construction begins to provide background data and shall continue for five years following project build-out. If reclaimed water for irrigation purposes is used in the future, any groundwater-monitoring program shall be amended as required by the permit for use of reclaimed water. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the exceedance shall cease until the exceedance is corrected. Monitoring results shall be included in each Biennial Report. To prevent adverse effects to groundwater quality during construction, there shall be no excavation into the Floridian aquifer's confining layers or underlying limestone. The ways that the Developer will prevent this from occurring and any remedial action it will implement should it occur, are required to be outlined during the site plan permitting process and submitted by the County to TBW for review and comment.

(5) An integrated, pest-management program shall be implemented to minimize the use of fertilizers and pesticides. The Applicant/Developer shall implement BMPs for reducing water-quality impacts as recommended by Pasco County, TBW, and SWFWMD. This activity shall include, but not be limited to, a street-cleaning program for roadways and parking areas.

(6) The Applicant/Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable following examples such as the Florida Yards and Neighborhoods program. Construction BMP shall be used to prevent construction-related turbidity and erosion problems.

(7) On-site stormwater wet-detention ponds shall include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Applicant/Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water) for the duration of the permit.

(8) All drainage system components shall comply with Section 40D-4, FAC, as well as all other applicable local, State, and Federal rules and regulations.

(a) The amount of development proposed will result in an increased volume of stormwater runoff. Several methods exist that can help reduce the impact from this increased volume of stormwater. Low-impact design elements should be incorporated throughout the site to the maximum extent possible to include: shallow, vegetated swales in all parking areas; small, recessed garden areas throughout parking and building landscape areas; porous pavement and other pervious pavement technologies; stabilized grass areas for overflow parking; and retention of the maximum amount of existing, native vegetation.

(9) Protect water quality within the Cypress Creek OFW by providing setbacks from the OFW that are a minimum of fifty (50) feet, except as may be required for the bridge crossing Cypress Creek. The bridge design shall include curbing and fencing to ensure that runoff is funneled into the storm water system and to limit the opportunity for trash and debris to enter Cypress Creek.

(10) The historic average volume discharged from the project should not be decreased post-development. The developers shall, in cooperation with Tampa Bay Water (TBW) and to the extent the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment-volume requirements).

d. Wetlands

(1) Wetlands protection shall be in accordance with all applicable County, State, and Federal laws, permits, rules, and regulations.

(2) Development plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with the SWFWMD and other regulatory agencies as may be applicable.

(3) Prior to preliminary plan approval for any parcel, the Applicant/Developer shall submit an On-Site Wetland Protection Plan to the Florida Fish and Wildlife Conservation Commission (FFWCC), FDEP, SWFWMD and TBRPC for review and to Pasco County for approval. The plan shall address, but not be limited to, control of exotic species, mitigation of impacted wetlands, restoration of previously-impacted wetlands, control of on-site water quality, and restoration of natural hydroperiods in on-site wetlands.

(4) Existing annual hydroperiods, normal pool elevation, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post-development wetland areas shall comply with Pasco County policies at the time of this DO approval or the SWFWMD regulations at the time permits are obtained, whichever is more restrictive, to provide an upland transition into the wetland areas and to protect the natural system from development impacts. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency.

(6) This Development Order does not authorize impacts to Category 1 wetlands. At the time of preliminary site plan approval, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the provisions of Conservation Element Policies 2.7.3, 2.7.4, and 2.7.6 and subject to the following:

(a) No impacts will be permitted for the purpose of increasing the developable portion of the outparcel in the southwest corner of the intersection of SR 56 and CR 54 (delineated on attached Exhibit J). Any such impact will only be permitted when needed to provide access or construct roadways, and only after

the Developer has reduced and eliminated impacts to the wetlands in accordance with state permitting requirements.

(b) In the event the Southwest Florida Water Management District determines (during permitting) that wetlands located adjacent to Interstate 75 at the southeast corner of the property (delineated on attached Exhibit J as Wetland 2) are connected to Cypress Creek, thereby triggering a Category I Wetlands designation, the County will require the Developer to grant a conservation easement over said wetlands to the Department of Environmental Protection, the Southwest Florida Water Management District or a non-profit conservation organization, in perpetuity, so that the wetlands would not be subject to development in the future.

e. Mitigation Standards

(1) By adopting this DO, Pasco County has recognized that the location of the project makes those uses which are approved herein reasonable. The Applicant/Developer shall submit a detailed Ecosystem Improvement Plan (Ecosystem Plan) prior to the approval of the first preliminary site plan. The Ecosystem Plan shall emphasize a watershed approach to mitigation and shall be developed in accordance with:

(a) The "net ecosystem benefit" concept embodied in Section 403.0752, F.S.

(i) Section 3.2.1.2 of the SWFWMD's basis of review.

(ii) The Army Corps of Engineers' (ACOE) Regulatory Guidance Letter No. 02-2 (Guidance on Compensatory Mitigation Projects under the ACOE Regulatory Program pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899).

(b) The Ecosystem Plan must be designed, at a minimum, to meet the following criteria:

(i) Demonstrate a net ecosystem benefit of natural resources within the affected drainage basin.

(ii) Provides for greater, long-term, regional, ecological value than would be provided by on-site mitigation.

(iii) Include one (1) or a combination of preservation, enhancement, restoration, and/or recreation of wetland and upland resource.

(iv) The amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on-site) and gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD.

(v) The mitigation for wetland impacts proposed as part of the Ecosystem Plan shall identify proposed mitigation in a maximum of two (2) (one [1] south of S.R. 56 and one [1] north of S.R. 56) master permit applications.

(vi) The Future of the Region Strategic Policy Plan, Regional Goal 4.5, and related policies.

(vii) References to the Hillsborough River Drainage Basin shall mean the basin shown on Appendix 6 of the SWFWMD's basis of review.

(c) Wetland encroachments included in the Ecosystem Plan must be permitted by appropriate regulatory agencies, including the FDEP, the SWFWMD, and the ACOE. The Ecosystem Plan shall be approved by Pasco County prior to any wetland impacts. A change in the Ecosystem Plan as provided herein resulting from requirements imposed by the FDEP, the SWFWMD, or by any appropriate Federal regulatory agency shall be submitted to Pasco County. The change shall be presumed not to create a substantial deviation subject to further DRI review. Mitigation is expected to include fee simple purchase and/or purchased conservation easements of land for one or some combination of the following:

(i) Protection/preservation of lands identified as falling within, extending, or expanding one (1) of the habitat corridors identified by Pasco County. The exact acreage will vary depending on how conservation rights are acquired, activities that may be allowed upon lands not acquired by fee simple purchase, available mix of uplands and wetlands, quality of uplands and wetlands, and relative quantities of uplands and wetlands.

(ii) Restoration of degraded wetlands within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iii) Wetland creation within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iv) Wetland enhancement and/or creation on-site.

(d) The Ecosystem Plan shall be approved prior to issuance of the first construction permit associated with Cypress Creek Town Center development.

(e) All wetland mitigation activities shall be completed, in accordance with the approved Ecosystem Improvement Plan, prior to issuance of Certificate(s) of Occupancy beyond 500,000 sq. ft. of development within Cypress Creek Town Center. The mitigation activities shall be determined successful, using SWFWMD criteria, prior to any Phase 2 approval.

f. Water Supply Protection

(1) Planning and development of the Cypress Creek Town Center shall conform to the SWFWMD-adopted rules for the Northern Tampa Bay Water Use Caution Area.

(2) Pasco County, along with nine (9) other counties within the SWFWMD, is located in a region where water demand is expected to exceed the ability of traditional groundwater sources to provide necessary supplies over the next twenty (20) years. New development represents additional water

demand in an area where water resources are already stressed in providing for current, reasonable, and beneficial uses. The development must, therefore, implement to the maximum extent possible, all options for developing alternative supplies (reclaimed water, stormwater, water conservation, etc.) to meet their needs.

(3) Prior to construction, the Applicant/Developer shall determine the opportunities to use nonpotable water for irrigation and other purposes within the development. Nonpotable sources may include, but are not limited to, reclaimed wastewater, stormwater, and water pumped from shallow wells. The determination shall include, at a minimum, the proximity of the nonpotable source to the proposed development, the long-term availability of that source, the appropriateness of the source for the intended use.

(4) Installation of high-efficiency (low-volume) plumbing fixtures, appliances, and other water-conserving devices is required. Efficient plumbing fixtures are required by the Florida Building Code.

(5) Other water-conservation measures shall be included, such as landscaping, buffering, rain and soil moisture sensors and shut-offs, low-volume fixtures, mulching, preservation of natural areas and individual meters on multifamily units.

g. Floodplain/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

(2) No fill shall be added within the 100-year floodplain without approval by the appropriate permitting agencies.

h. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the FFWCC and implement the recommended measures for species protection in accordance with any applicable regulations.

(2) The entirety of Cypress Creek OFW lands (as shown on Exhibit I) located on the site shall be preserved. The proposed roadway crossing over Cypress Creek shall be designed to minimize impacts to the environmentally sensitive areas. The proposed southern access roadway crossing Cypress Creek will feature a bridge structure which includes a minimum of twenty-five (25) feet of uplands at both banks to facilitate wildlife movement along this riverine corridor and provide continuity to the riverine

corridor and previously constructed wildlife crossings. The bridge shall have a span adequate to accommodate wildlife (e.g. Deer) in accordance with Pasco County standards.

(3) The applicant shall complete mitigation and permitting for any species of special concern, threatened, endangered floral, or faunal species encountered on the property through the FFWCC and U.S. Fish and Wildlife, in compliance with any applicable regulations. The applicant shall also continue to monitor for the presence of all protected species through the period up to, and including, various construction phases and provide for the appropriate mitigation or permitting requirements. The applicant shall submit all correspondence and proposed mitigation or take permits to FFWCC and the County for review and comment prior to commencement of these activities.

(4) The Applicant/Developer shall make every reasonable effort to relocate all gopher tortoises within the project site. In the event that on-site relocation is not reasonably possible, all gopher tortoises shall be relocated to an appropriate off-site location subject to approval by the FFWCC. In no event shall the Applicant/Developer seek to kill or wound any gopher tortoise without first receiving specific approval of the BOCC and the FFWCC.

i. Wellfield Protection

(1) The Applicant/Developer shall comply with the current Wellhead Protection Ordinance (Section 612 of the Pasco County Land Development Code as amended).

(2) Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify Pasco County, TBW, and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by Pasco County and the SWFWMD:

(a) If the slumping or sinkhole formation becomes evident before or during construction activities, stop all work (except for mitigation activities) in the affected area and remain stopped until Pasco County and the SWFWMD approve resuming construction activities.

(b) Take immediate measures to ensure no surface water drains into the affected areas.

(c) Visually inspect the affected area.

(d) Excavate and backfill as required to fill the affected area and prevent further subsidence.

(e) Use geotextile materials in the backfilling operation, when appropriate.

(f) If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of five (5) feet from the bottom of the retention pond to the surface of the limerock clay or karst connection.

(g) If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, relocate the retention area.

(3) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer is prohibited.

j. Historical and Archaeological Sites

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

k. Land

(1) BMP to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four-(24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

l. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has indicated that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.

(b) Development of the project shall not result in levels of service for water and wastewater services below the acceptable levels of service established in the Comprehensive Plan.

(c) The Applicant/Developer agrees to use the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water and groundwater. Potable water (i.e., water that is treated and provided through a public-distribution system) shall not be used for the irrigation of common areas if lower quality water becomes reasonably available.

(d) Water-saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.), and xeriscape-type landscaping shall be encouraged within the project.

(e) High-efficiency, water-saving devices, irrigation systems, and low-volume, plumbing fixtures will be used throughout the project.

(f) Prior to construction, the Applicant/Developer shall provide the County with evidence that adequate water-supply capacity and wastewater capacity for that construction is available. The assurance shall include adequate water supply for firefighting purposes. Pasco County shall have the right to rely on assurances of adequate potable-water supply from TBW.

(g) Wastewater shall not be treated on-site or by a private utility, unless approved by Pasco County.

(h) No permanent septic tanks shall be installed on the Cypress Creek Town Center site. "Interim" septic tanks shall be removed from the site following completion of construction.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.

(b) Development of the project shall not result in levels of service for solid-waste collection/disposal below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project shall be obtained from Pasco County or other appropriate entities.

(c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(d) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the Cypress Creek Town Center.

m. Energy

(1) The energy-conservation measures referenced in the Applicant's/ Developer's Commitments, attached hereto as Exhibit D, shall be implemented.

(2) All Cypress Creek Town Center tenants, businesses, and residents in the project shall be encouraged to:

- (a) Use energy alternatives, such as solar energy, waste heat recovery, and cogeneration.
- (b) Use landscaping, building orientation, and building construction and design to reduce heat gain.
- (c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.
- (d) Institute recycling programs.
- (e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

n. Transportation

(1) Specific approval is hereby granted for Phase 1 of the CYPRESS CREEK TOWN CENTER DRI, as defined herein, subject to the conditions outlined herein. Specific approval of Phase 2 shall be contingent upon further Section 380.06, Florida Statutes, transportation analysis submitted through the Notice of Proposed Change process.

(2) Transportation Impact Fees and Credits: The Developer shall pay transportation impact fees and is eligible to receive transportation impact fee credits in accordance with Pasco County Transportation Impact Fee Ordinance No. 94-03, as amended, and the Development Agreement.

(3) Access Management: The Developer shall be responsible for construction of the access improvements to S.R. 56, S.R. 54 and C.R. 54 for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements, as determined by the County and FDOT at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project. All access improvements, number of access points and spacing of access points shown on Map H shall be subject to compliance with the provisions of the Florida Department of Transportation (FDOT) and Pasco County's access management regulations. The Development Agreement described in subsection n.(5) below, and Exhibit D to the Development Agreement, set forth: (a) the scope of the required and optional access improvements for the project, (b) which intersection improvements are part of the Pipeline Projects, (c) which access improvements are site-related improvements, and (d) which intersection improvements are eligible for impact fee credits.

(4) Mitigation: The Developer agrees to construct Pipeline Improvements as mitigation for the Cypress Creek Town Center DRI Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the Developer's proportionate share contribution for those improvement projects listed in Exhibit G (Required Phase 1 Improvements) attached hereto, is Twenty-Two Million, Nine Hundred and Ninety-Two Thousand and Ninety-Four and 00/100 Dollars (\$22,992,094) (the "Proportionate Share") in 2004 dollars. The Developer has elected to design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project and has elected to provide for the design,

permitting and construction of the C.R. 54 Extension Pipeline Project, to fully mitigate the transportation impacts of Phase 1 of the Project. The first Pipeline Project is the design, permitting, and construction of a new extension of C.R. 54 from the intersection of S.R. 56 and S.R. 54 south to County Line Road, including the construction of a 2-lane bridge over Cypress Creek and additional intersection improvements, all as more fully described in the Development Agreement discussed in subsection n.(5) below (herein referred to as "the C.R. 54 Extension Pipeline Project"). The C.R. 54 Extension Pipeline Project will serve as the last link of a County roadway connecting S.R. 52 to County Line Road through Old Pasco Road and C.R. 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit G), as well as improving the capacity of other north-south roadways near the project such as C.R. 581, Collier Parkway, Livingston Road and Cypress Creek Road. The second Pipeline Project is the widening of S.R. 56 and S.R. 54 from a 4 lane divided arterial to a 6 lane divided arterial from the western I-75 ramps west to the existing 6 lane section approximately .6 miles east of U.S. 41, including intersection improvements at the S.R. 54/S.R. 56/C.R. 54 intersection and S.R. 54/Collier Parkway intersection, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the S.R. 54/56 Pipeline Project"). The C.R. 54 Extension Pipeline Project and S.R. 54/56 Pipeline Project are collectively referred to herein as the "Pipeline Projects".

The estimated cost of the C.R. 54 Extension Pipeline Project is at least six million dollars (\$6,000,000.00) in 2004 dollars. The Developer shall design, permit, construct, and donate right-of-way for Segments #1 and #2 of the C.R. 54 Extension Pipeline Project. In addition, the Developer shall (1) design, permit and construct Segment #3 of the C.R. 54 Extension Pipeline Project, or (2) make a payment to the County in lieu of designing, permitting, and constructing Segment #3 of the C.R. 54 Extension Pipeline Project, for which the specifications, deadlines, terms, and obligations related to both options are set forth in the Development Agreement. The estimated cost of the S.R. 54/56 Pipeline Project is twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) in 2004 dollars. The Developer shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project, regardless of cost, pursuant to the terms of the Development Agreement discussed in subsection n. (5) below; however, the County agrees to reimburse the Developer for (1) all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty-eight and six tenths percent (48.6%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project

above twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00). County reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact fee credits as set forth in the Development Agreement discussed in subsection n. (5) below.

(5) Development Agreement: The County and Developer, following review by the Florida Department of Transportation (FDOT), have entered into a Development Agreement attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects. The Development Agreement also contains: (a) the final detailed scope of the Pipeline Projects, (b) phasing requirements for the C.R. 54 Extension Pipeline Project, (c) a schedule for design, permitting, right-of-way acquisition, and construction of the Pipeline Projects, and/or payment in lieu of such requirements, to ensure that the Pipeline Projects are expeditiously constructed, (d) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further building permits or development approvals shall be issued until the Pipeline Projects have been recommenced to the satisfaction of the County, (e) provisions for assistance from Pasco County in the acquisition of right-of-way, and Developer right-of-way dedication requirements, for the Pipeline Projects as needed, (f) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule, (g) provisions addressing the payment of transportation impact fees and transportation impact fee credits, (h) insurance and indemnification requirements, and (i) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in subsection n.(4) above or which remove any condition required by Rule 9J-2.045, F.A.C. shall be amended in the Development Order through the NOPC process pursuant to Chapter 380, F.S.. All other amendments to the Development Agreement shall not require a NOPC or Development Order amendment.

(6) Traffic Monitoring

Eighteen months following construction plan approval, for vertical construction, of fifty (50) percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval, for vertical construction, of sixty-five 65 percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of PM peak-hour trip generation, whichever date is earlier, the Developer shall institute an annual monitoring program and provide annual monitoring reports to Pasco County, the Tampa Bay Regional Planning Council, and FDOT to verify that the allowable trips are not exceeded. The total driveway trips of the development shall not be allowed to exceed 3043 inbound and 3381 outbound p.m. peak-hour trips, for a total of 6424 p.m. peak-hour trips. The total pass by trips the development shall not be allowed to exceed is 1,472 p.m. peak-hour trips (sum of both directions). The monitoring program shall be in accordance with the following:

(a) The monitoring program shall obtain traffic field counts at appropriate locations to accurately measure the total and directional gross external trips, net external trips, diverted trips, and passerby trips. The counts shall be collected in accordance with acceptable engineering standards as approved by Pasco County.

(b) The counts shall consist of weekday p.m. peak directional counts from 4:00 p.m. to 6:00 p.m., with subtotals at fifteen (15) minute increments at all project entrances. The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minutes totals will be summed to determine the project's total p.m. peak-hour traffic volume.

(c) The total count shall include net external trips, diverted trips, and pass-by trips for this development.

(d) If the monitoring reports indicate that the allowable trips are exceeded by more than five (5) percent or if the annual reports are not submitted within thirty (30) days of its due date Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and amend the DO to change or require additional improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

(7) Transportation System Management (TSM) Program

In the first year following the issuance of a Certificate of Occupancy for the first office development in the project, the Developer or its successor shall initiate a TSM program to divert vehicle trips from the p.m. peak-hour. The TSM program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM program shall be included in each Biennial Report.

o. Air Quality

(1) BMP, as identified in the ADA, shall be employed during site preparation and construction to minimize air quality impacts.

(2) Prior to preliminary plan approval in Phase 2 of the project, the Applicant/Developer or its successor shall submit an air-quality analysis regarding applicable Phase 2 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

(3) In the event that the required transportation analysis identifies additional intersection improvements needed to accommodate the impacts of the Cypress Creek Town Center project, DRI-level analysis for potential air-quality impacts shall also be conducted and the results provided to the TRBPC, the FDEP, and Pasco County for review. Any improvements determined necessary to mitigate air quality impacts shall be required in a DO amendment.

p. Educational Facilities

The Applicant/Developer agrees to pay school impact fees as full mitigation for the impacts of the residential component of the Cypress Creek Town Center on the Pasco County school system in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

q. Recreation and Open Space

The Applicant/Developer shall comply with the Pasco County Neighborhood Parks Ordinance, No. 02-03, adopted January 29, 2002, as amended.

r. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services (EMS) service to the development. The Pasco County Sheriff's Office shall provide law enforcement services to the development. The Applicant/Developer shall be required to pay impact fees for all such services.

(2) The Applicant/Developer shall review the concepts of "fire safe communities" as provided by the Division of Forestry, FDACS, and implement all appropriate measures.

(3) The Applicant/Developer shall coordinate with the Pasco County Sheriff's Office prior to construction to incorporate reasonable security features throughout the project.

(4) The Applicant/Developer shall provide the Pasco County Sheriff's Office 600 square feet of finished shell space in the main regional retail complex for use as a Sheriff's Substation to facilitate law enforcement activities. Said space shall be accessible directly from the exterior of the building that said space will be located within. In addition, a tourist center may be an ancillary use within the Sheriff's substation. The space shall be provided at no cost to the Sheriff's Office.

(5) The Applicant/Developer shall make available for a period of five years from the effective date of this DO, a site, for a Pasco County Sheriff's Office district facility. The said site and availability shall meet the following requirements:

- a. Be a minimum of 3,000 square feet in size.
- b. Be in configuration and location mutually acceptable by the Applicant/Developers and the Pasco County Sheriff's Office and visible to traveling public.
- c. Be provided as a price equal to the price per acre, adjusted pursuant to the minimum site size listed above, and used to establish the Pasco County Law Enforcement Impact Fee.
- d. Parking spaces pursuant to the County's Land Development Code shall be provided for the Sheriff's facility by the applicants/developers adjacent to the site at no cost to the County or Sheriff's Office.
- e. Drainage from the site and adjacent parking spaces shall be incorporated into the applicant's/developer's stormwater management plan at no cost to the County or Sheriff's Office.

If the County has adopted a Law Enforcement Impact Fee at the time the site is

conveyed, the County may, at the County's option and in lieu of a cash payment, provide credit against the land portion of the Law Enforcement Impact Fee in an amount not to exceed the price stated above. The County or Sheriff's Office shall have one year from the effective date of the Cypress Creek Town Center DO to select a site. If the Applicants/Developers do not agree with the site selected by the County, no additional site plans shall be approved by the County until the County and applicants/developers have agreed upon a mutually acceptable site.

Conveyance of the site to the County shall occur within 90 days of the County's request, shall be in a form acceptable to the County, and shall be free and clear of all liens.

s. Housing

The Applicant/Developer has completed an Affordable Housing Assessment for the nonresidential component of the Cypress Creek Town Center in accordance with the agreements reached at the DRI Preapplication Conference for the development conducted on January 28, 2002, and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units for development of all planned retail commercial, hotel, and office uses.

t. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

u. General Conditions

(1) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the Biennial Report.

(2) In the event ordinances or resolutions are adopted by the Board of County Commissioners establishing County impact fees for the purpose of funding solid waste, public safety, and/or wildlife mitigation, the Applicant/Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(3) Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Applicant/Developer in accordance with Rule 9J-2.0252, FAC.

6. Procedures

a. Biennial Reports

(1) Monitoring of the Cypress Creek Town Center DRI by Pasco County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a Biennial Report on the required form to the Pasco County Growth Management Department, the TBRPC, and the FDCA on April 26, 2005 and

every two (2) years during the term of this DO. The contents of the Biennial Report shall meet the requirements of Section 380.06(18), F.S., and shall include all additional data and information as required in this DO.

(3) If the Biennial Report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all ongoing development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately pursuant to Section 380.06(17), F.S., as amended, until a public hearing has been held, pursuant to Section 380.06(19), F.S., as amended, to determine if a substantial deviation has occurred.

(4) In addition to the required elements of the Biennial Report, the Applicant/Developer shall include:

(a) The cumulative number of units developed through the land use tradeoff mechanism.

(b) The cumulative number of units (by type and square feet of retail and office/by number of rooms for hotels) with site plan approval (preliminary plan/construction plan/site plan), final plat approval, and Certificates of Occupancy.

(c) A synopsis of all DRI and zoning amendments.

(d) A synopsis of ownership (major parcels).

(e) A list of DRI/DO conditions of approval and whether the Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

Future proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), F.S., as amended, prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, the FDCA, and Pasco County.

c. Notice of Adoption

(1) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), F.S., as amended.

(2) The Clerk of the Circuit Court, Secretarial Services, for the Board of County Commissioners shall return six (6) signed and certified copies of this DO and Notice of Adoption to the Pasco County Attorney's Office. The Pasco County Attorney's Office shall then send copies of each document to the FDCA, the TBRPC, and to the attorneys-of-record of these proceedings.

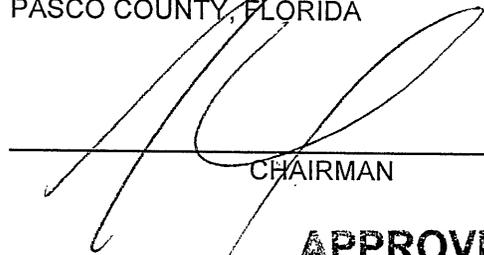
d. If any section, subsection, sentence, clause, or provision of this resolution is held invalid, the remainder of the resolution shall be construed as not having contained the section, subsection, clause, or other provision, and shall not be affected by such holding.

DONE AND RESOLVED this 15th day of December, 2009.




PAULA S. O'NEIL, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA


CHAIRMAN

APPROVED

DEC 15 2009

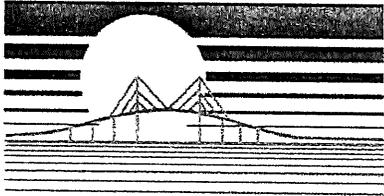
BOCC

EXHIBITS

- A ADA*; Sufficiency Responses* and NOPC Application*
- B TBRPC DRI Final Report* & NOPC Report
- C Legal Description
- D Developer's Commitments
- E Land Use Equivalency Matrix
- F Revised Map H - Master Plan
- G Transportation Impact Summary & Proportionate Share Calculation
- H Development Agreement*
- I Cypress Creek Outstanding Florida Waters Boundary Map
- J Wetlands Boundary Map

* Incorporated by reference only—on file with the Pasco County Growth Management Department

EXHIBIT B
NOPC REPORT



*Tampa Bay Regional
Planning Council*

Consent Agenda 9/14/09
Agenda Item #3.E.

NOPC

Notice of Proposed Change Report

4000 Gateway Centre Boulevard, Suite 100, Pinellas Park, FL 33782
Phone (727) 570-5151 / FAX (727) 570-5118
www.tbrpc.org

DRI #252 - CYPRESS CREEK TOWN CENTER PASCO COUNTY

On May 1, 2009 (dated April 30, 2009), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was received on July 31, 2009 (dated July 30, 2009). The following provides a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

On December 10, 2004, Pasco County granted a Development Order (Resolution No. 05-40) to Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc. for a 510-acre mixed-use development in southern Pasco County, generally along S.R. 56 at the intersection of the realigned S.R. 54, adjacent to and west of I-75 and north of the Hillsborough County line. S.R. 56 traverses and nearly bisects the project. A Land Use Equivalency Matrix has been adopted as part of the Development Order which would recognize conversion(s) between office and commercial uses but not residential. While development must commence on or before January 23, 2008, the Development Order expires on December 31, 2019.

The Development Order has been amended only once (Resolution No. 08-217), on May 13, 2008, to combine approved land uses in the northern portion of the development on the Master Development Plan.

The following constitutes the approved phasing schedule:

LAND USE	PHASE 1 (2005-2011)	PHASE 2* (TBD)	TOTAL
Commercial (Sq. Ft.)	1,880,925	215,000	2,095,925
Regional Mall	1,184,925	215,000	1,399,925
Retail Center	600,000	0	600,000
Highway Commercial	96,000	0	96,000
Office (Sq. Ft.)	120,000	300,000	420,000
Residential/Multi-Family (Units)	230	400	630
Hotel (Rooms)	350	350	700
Movie Theatre (Seats)	2,582	0	2,582

* - Specific approval of Phase 2 is contingent upon further transportation and air quality analyses.

PROPOSED CHANGES UNDER THIS NOPC

The Applicant has requested the following modifications of the Development Order:

- extend the Phase 1 buildout and Development Order expiration date each by a period of ten years, to December 31, 2021 and December 31, 2029, respectively;
- update project entitlements (Table 1) to recognize a prior land use conversion approved by the Pasco County BOCC on May 13, 2008 (i.e. conversion of 115,075 sq. ft. of Regional Mall for 2,582 Movie-Theatre seats). Such conversion was consistent with the existing Land Use Equivalency Matrix;
- modify Development Order Condition 5.n.(4) to specify the Developer's specific Phase 1 transportation mitigation requirements;
- replace "Pasco Properties of Tampa Bay, Inc." with "JG Cypress Creek LLC" as one of the Master Developers of Record; and
- corresponding Master Development Plan and Development Order condition modifications.

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

Subsections 380.06(19)(c) & 380.06(19)(e)2.a., F.S. identifies the provision applicable to this proposal. This citations reads as follows:

"An extension of the date of buildout of a development, or any phase thereof, by more than 7 years shall be presumed to create a substantial deviation subject to further development-of-regional-impact review. An extension of the date of buildout, or any phase thereof, of more than 5 years but not more than 7 years shall be presumed not to create a substantial deviation... These presumptions may be rebutted by clear and convincing evidence at the public hearing held by the local government. An extension of 5 years or less is not a substantial deviation. For the purpose of calculating when a buildout or phase date has been exceeded, the time shall be tolled during the pendency of administrative or judicial proceedings relating to development permits. Any extension of the buildout date of a project or a phase thereof shall automatically extend the commencement date of the project, the termination date of the development order, the expiration date of the development of regional impact, and the phases thereof if applicable by a like period of time. In recognition of the of the 2007 real estate market conditions, all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension. The 3-year extension is not a substantial deviation, is not subject to further development-of-regional-impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection." [underline has been added to express intended provisions of current application].

"changes in the name of the project, developer, owner, or monitoring official" [is not a Substantial Deviation]

DISCUSSION

The following statements serve as representations made by, or on behalf of, the applicant or are statements or recommendations made by Tampa Bay Regional Planning Council staff. These references/recommendations were relied upon by the Tampa Bay Regional Planning Council to determine that no further information would be required in conjunction with the current proposal:

1. The Applicant has requested a cumulative ten-year extension of the Project buildout and Development Order expiration dates. The basis for this extension request is five-years in conjunction with Subsection 380.06(19)(c), F.S. **plus** three-years in conjunction with a 2007 revision to Subsection 380.06(19)(c), F.S. due to “real estate market conditions” **plus** two additional years associated with the recent passage of SB 360 (i.e. 5 + 3 + 2 = 10).
2. The Applicant has requested that Condition 4.d.(2) be modified to reflect that no further transportation analyses shall be required prior to 2021, which is consistent with #1 above. However, as acknowledged by the Applicant, Phase 2 will retain its conceptual approval status, subject to further transportation and air quality analyses and incorporation of corresponding mitigation into the Development Order, as may be applicable. (July 30, 2009 Correspondence/Page SR1-5/Response to TBRPC #1)
3. *The Applicant is formally removing one of the Master Developers of Record (Pasco Properties of Tampa Bay, Inc.) and formally requesting the addition of one Master Developer of Record (JG Cypress Creek LLC). All three Master Developers of Record (Pasco 54, Ltd., Pasco Ranch, Inc. and JG Cypress Creek LLC) will be responsible for the submittal of future of all future Biennial Reports.* (July 30, 2009 Correspondence/Page SR1-5/Response to TBRPC #3). The following constitutes the revised contact information associated with these entities:

Pasco 54, Ltd. and Pasco Ranch, Inc. 509 Guisando de Avila, Suite 200 Tampa, FL 33613	JG Cypress Creek, LLC c/o The Richard E. Jacobs Group LLC 25425 Center Ridge Road Cleveland, OH 44145-4122
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4. The Applicant has modified Condition 6.a.(2) to specify that Biennial Reports are due on April 26th of each odd-numbered year. (July 30, 2009 Correspondence/Page SR1-6/Response to TBRPC #6)
5. The phasing schedule associated with the Master Development Plan shall be updated to recognize the Phase 1 buildout date extension.

RECOMMENDED ACTION

Indicate to Pasco County and the Florida Department of Community Affairs that the proposal is presumed not to create a Substantial Deviation, as defined above.

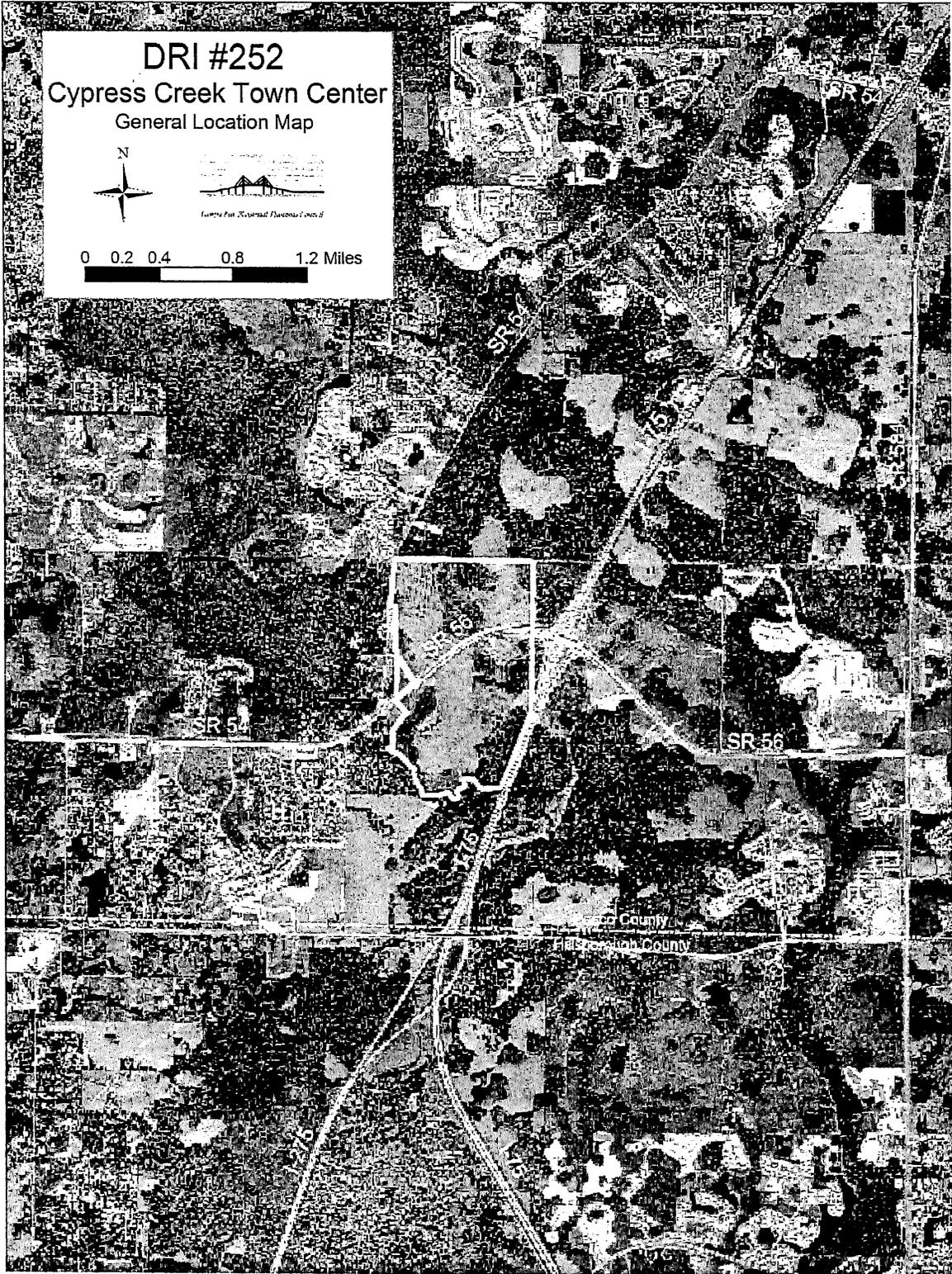


EXHIBIT C

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4 of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly

described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT D

DEVELOPER'S COMMITMENTS

DRI NO. 252 - CYPRESS CREEK TOWN CENTER

PASCO COUNTY

The following commitments have been made by, or on behalf of, the Applicant/Developer in the ADA, the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

General

1. A new roadway through the south parcel may be created as an extension of C.R. 54 south from its intersection with S.R. 56 (ADA/Page 10.4).
2. The office uses located on the north side of S.R. 56 will be designed in a campus setting nestled between two (2) large wetland areas and accessed via the internal roadway loop (ADA/Page 10.4).
3. Wetlands bordering Cypress Creek on the south of the project will remain largely in their natural state, providing for natural site drainage and overall project aesthetics (ADA/Page 10.11).
4. The multifamily residential land uses within Cypress Creek Town Center will contain both active and passive, private, recreation facilities for use by their residents. It could be expected that swimming, tennis, hiking/nature trails, and similar facilities would be provided (ADA/Page 10.11).
5. Much of the on-site wetland system associated with Cypress Creek, including mixed wetland forest, cypress strands, swamps, and marshes of the Cypress Creek Town Center, will be protected and maintained, thus preserving the functioning of these natural systems (ADA/Page 10.13).
6. The project's stormwater management system will be integrated into the natural wetlands ensuring that surface and groundwater quality during and after development will meet or exceed all State and local water-quality standards (ADA/Page 10.14).
7. The project will utilize approved methodologies for prevention of fugitive dust particles during construction (ADA/Page 10.14).
8. Cypress Creek Town Center will provide access for its residents through the creation of recreational easements developed in conjunction with on-site ponds and wetland areas to maintain accessibility to natural resources (ADA/Page 10.14).
9. Cypress Creek Town Center will comply with their requirements for installation of water-saving fixtures and adherence to water-conserving maintenance practices (ADA/Page 10.14).
10. Access to natural systems on site will be provided for residents of the project through methods, such as boardwalks and/or nature trails (ADA/Page 10.15).
11. Preserved on-site wetlands will be retained in their natural state or enhanced in an effort to address impacts related to prior access and poor quality attributable to recent agricultural and silviculture operations (ADA/Page 10.15).
12. Where impacts are anticipated, permitting and mitigation standards will ensure that postdevelopment, natural and recreated resources are at least equal to and most likely higher quality and of a greater quantity than those existing in predevelopment condition (ADA/Page 10.17).
13. The project will utilize public wastewater collection and treatment services as well as reuse water supply, if available (SR1/Page 10.4).
14. Wetland mitigation is proposed to occur within the Hillsborough River Basin containing the proposed project (SR1/Page 10.6).

Vegetation and Wildlife

15. In the case of gopher tortoises, the Applicant/Developer intends to provide mitigation for take of tortoises through donation to the FFWCC mitigation bank (ADA/Page 12.13).

16. Loss of existing on-site wetland habitat will be mitigated through enhancement, restoration, and creation of wetlands in the Hillsborough River Basin. Regionally, no loss of breeding or foraging habitat for cranes is anticipated (ADA/Page 12.13).
17. The mitigation program will replace wetland functions lost on site with a greater quality and function of restored wetlands on and off site (SR1/Page 12.4).
18. The Applicant/Developer is preserving the entirety of Cypress Creek OFW lands located on the site. The proposed roadway crossing over Cypress Creek will be designed to minimize impacts to the environmentally sensitive areas (SR1/Pages 10.10 and 12.5).
19. The Applicant/Developer will commit to the roadway crossing having an adequate underpass to accommodate wildlife and that the remainder of the Cypress Creek OFW be set aside as preservation area (SR1/Pages 10.11 and 12.6).
20. Prior to development, appropriate permits will be obtained from the FFWCC to handle incidental "take" of listed species, including the gopher tortoise and its commensals (SR1/Page 12.6).
21. If cranes are nesting in a wetland, construction in or adjacent to that wetland will be avoided until the cranes have completed nesting (SR1/Page 12.7).
22. Any roadway crossing over Cypress Creek will allow wildlife movement under the roadway (SR1/Page 12.8).
23. Wetland impacts due to surface-water management will be mitigated within the overall off-site mitigation solution being developed (SR2/Page 12.3).
24. Oversized littoral zones will be constructed at the outfalls of each [pond] system (SR3/Page 12.1).
25. The bottom of wet pond, littoral zones will be covered with partially degraded, vegetative matter and peaty materials that possess natural ion-exchange abilities (SR2/Page 12.2).
26. It is anticipated that the surface-water monitoring plan will require sampling during and following construction to ensure that water quality on and exiting the site remains the same or is improved by the proposed surface-water management system (SR2/Page 12.3).
27. Through an approved wetland mitigation plan, the Applicant/Developer will provide at least as much foraging habitat, through an as yet undetermined combination of wetland enhancement, restoration, and creation as is lost onsite. (SR2/Page 12.5)
28. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).

Wetlands

29. The Applicant/Developer will use BMP, such as silt fencing and hay bales to protect wetlands during construction (ADA/Page 13.3).
30. Several techniques will be used to maintain/restore the preserved wetlands in a natural state (SR1/Pages 13.2 and 13.3):
 - a. During construction, wetlands will be protected from erosion and siltation by placement of silt fences, hay bales, or other appropriate measures.
 - b. An average twenty-five (25) foot buffer will be maintained between wetlands and developed areas.
 - c. Pretreatment areas such, as grease baffles, swales, or other measures to reduce entry of oils, trash, etc., into the wetlands will protect wetlands incorporated into the surface-water management system.
 - d. Key elevations (seasonal-high water and normal pool) will be established for any wetland to be incorporated into the surface-water management system.
31. All water-control structures will be designed to maintain natural hydroperiods and water levels in the natural wetlands. During the engineering design phases of the project, appropriate analyses will be conducted to establish appropriate depths for the floodplain-compensation areas and to provide either

adequate distance or engineering solutions that will prevent the dewatering of wetlands (SR1/Page 13.2).

32. There will be no stormwater discharges directly into any area mapped as part of the Outstanding Florida Water (SR1/Page 13.7).
33. The Applicant/Developer will place stipulations in any sales or lease agreements that prohibit discharges to groundwater (SR1/Page 13.7).
34. The Applicant/Developer will place stipulations in the sales or lease agreements that developers of individual parcels must comply with xeriscape principles and principles of the Florida Yards and Neighborhoods (FY&N) Program to the extent the latter apply to retail and office settings (SR1/Page 13.8).
35. The Applicant/Developer will conduct such testing (geotechnical investigation) as is appropriate to support the surface water management system design and construction engineering processes. (SR1/Page 13.9).
36. Although wetlands are proposed to be removed from the project site, substantial mitigation for those impacts will be provided that will result in an increased in total quantity of wetlands within the Hillsborough River Basin and/or enhancement/improved quality of other wetlands within the watershed (SR2/Page 10.2).
37. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).
38. Mitigation will occur within the Hillsborough River Basin (SR3/Page 13.5).
39. Conservation easement(s) will be provided for mitigation areas (SR3/Page 13.5).
40. The developer shall submit a detailed Ecosystem Improvement Plan ("Ecosystem Plan") prior to approval of any preliminary site plan or preliminary plan that would impact any on-site wetlands. The Ecosystem Plan shall include a "net ecosystem benefit," as defined in Section 403.0752, F.S. (SR4/Page 13.2).
41. The Ecosystem Plan shall be designed to meet the Future of the Region Strategic Regional Policy Plan, Regional Goal 4.5 and related policies (SR4/Page 13.3).
42. Within proposed DO conditions, the amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on site) and the gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD(SR4/Page 13.3).
43. The proposed mitigation will be in some combination of wetland creation, enhancement, and preservation that will provide greater relative values of function than the areas to be affected. The mitigation is proposed to enhance regional, wetland functions in a manner that will be permanent (SR4/Page 13.8).
44. More detailed, in-depth analysis (of stormwater treatment) will be conducted when the mall layout has been determined. No treatment ponds will outfall into the OFW, so further wetland treatment will occur before water reaches the OFW (SR4/Page 13.9).
45. The Applicant/Developer is willing to encumber the remaining wetlands (postdevelopment) with a conservation easement (SR4/Page 13.10).

Water Quality

46. The wetlands that will be retained after the proposed development will be buffered by swales and stormwater ponds that are created for stormwater attenuation and treatment for the project (ADA/Page 14.3).
47. The surface-water management system proposed for the site will be designed to protect surface-water quality through the use of grass-swale systems, surface-water detention ponds, and stormwater-attenuation ponds. The design will incorporate on-site detention of the first one (1) inch of runoff (ADA/Page 14.4).
48. Construction BMPs will be used to prevent construction-related, turbidity and erosion problems (ADA/Page 14.5).

49. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
50. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade, then seeded or sodded as required (ADA/Page 19.5).
51. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
52. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
53. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
54. Before disturbance occurs in any area of construction, perimeter controls, sediment traps, basins, and diversions will be in place to control runoff and capture sediments. Areas in the vicinity of water bodies, wetlands, slopes, etc., will be prioritized to receive effective stabilization as quickly as possible, preferably prior to the next anticipated precipitation event and always within seven (7) days of disturbance. Graded areas that will not be the focus of ongoing construction will be mulched immediately rather than waiting until all project grading is done. Any construction roads will be stabilized to prevent off-site sedimentation and to keep sediments off of public roads and completed project roads (SR2/Pages 14.2-14.3).

Soils

55. Spoil derived from soils unsuited for construction will be used to the extent feasible in landscape berms and similar areas (ADA/Page 15.5).
56. Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify the County and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by the County and the SWFWMD (SR3/Page 15.1).

Floodplains

57. In the postdevelopment situation, the floodplain limits will be contained within the stormwater management system. No proposed development will lie within the revised floodplain (SR2/Page 16.1).
58. The pond south of the development adjacent to Cypress Creek will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).

Water Supply

59. The development will commit to encourage the use of water-conserving, landscape materials and the responsible use of water, pesticides, and fertilizers by the occupants (ADA/Page 17.3).
60. The Applicant/Developer will use the lowest quality of water available for irrigation purposes. Those sources will include nonpotable quality groundwater, stormwater, and/or reclaimed water (when available). Irrigation systems shall be designed, installed, and operated for water-use efficiency (ADA/Page 17.3).
61. For the purpose of potable-water conservation, installation of high-efficiency (low volume), plumbing fixtures, appliances, and other water-conservation devices shall be used (ADA/Page 17.3).
62. The above-referenced water-saving measures will be enforced through such devices as deed restrictions, property owners' associations' rules and regulations and/or building design standards (ADA/Page 17.3).

63. The developer has no objections to a requirement that excavations for retention/detention facilities will not remove any of the confining clay unit and in no event will contact the limestone aquifer (SR1/Page 17.2).
64. The Applicant/Developer will request a commitment for service from the public reuse system (since it has been installed adjacent to the subject property) (SR3/Page 17.1).

Wastewater Management

65. Interim use of septic tanks may be requested although it is not expected that septic tanks will be used on site (ADA/Page 18.2).
66. At such time as those uses (for sales offices, construction trailers and the like) are no longer needed, the "interim" septic tanks would be removed (SR1/Page 18.1).
67. The Cypress Creek Town Center DRI project will utilize reuse water if sufficient quantities are available from Pasco County to meet the project's demands and if the water quality provided is such that it does not degrade groundwater quality (SR1/Page 18.2).

Stormwater Management

68. There will be a floodplain mitigation pond south of the development adjacent to Cypress Creek. That pond will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).
69. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
70. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade then seeded or sodded as required (ADA/Page 19.5).
71. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed (ADA/Page 19.6).
72. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
73. All side slopes and maintenance berms (of detention ponds) will be periodically mowed and cleaned. During the mowing operation, the ponds will be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade with seeding or sodding as required. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides, and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
74. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
75. The development will be designed with the most efficient method for stormwater treatment, which is the construction of wet detention/bioretention systems (SR4/Page 19.1).

Solid Waste/Hazardous Waste/Medical Waste

76. No hazardous wastes are anticipated for this project; however, commercial and/or office tenants will be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the disposal of such materials (ADA/Page 20.2).

Transportation

77. Cypress Creek Town Center supports transit use and will work with Pasco County or other appropriate entities to make transit service available to the site at such time as service becomes available. All

primary access points and major internal-circulation roadways will be designed and constructed to provide sufficient geometry to accommodate transit vehicles (ADA/Page 21.8).

Air Quality

78. To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust (ADA/ Page 22.1).

Hurricane Preparedness

79. The Applicant/Developer will coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane- and wind-resistant technology into the design criteria of all commercial, office and hotel facilities (ADA/Pages 23.1 and 23.2).

Recreation and Open Space

80. Approximately 82.2± acres, or more than 16 percent of the site, will be available in the form of open space and wetlands (ADA/Page 26.1).

Health Care

81. At the present time, it is anticipated that the office use will not contain medical offices (SR1/Page 28.1).

Energy

82. Xeriscape landscaping methods will be recommended wherever possible to reduce irrigation and energy needs by selecting and grouping plants with similar water needs that are most suitable to the climate and conditions of the area (ADA/Page 29.3).

EXHIBIT E (Revised 10/04)
 CYPRESS CREEK TOWN CENTER DRI
 PHASE 1 - LAND USE EQUIVALENCY MATRIX

Change To:	Office	Retail (northside)	Hotel (northside)	Multi-Family (northside)	Retail (southside)	Hotel (southside)	Movie Theater
Change From:							
Office	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Retail (northside)	1,111 sf/k ₃ sf (1.1113) ₃	N/A	3.29 rm/k ₃ sf (3.2926) ₃	N/A	991 sf/k ₃ sf (0.9905) ₃	3.12 rm/k ₃ sf (3.1193) ₃	20.23 seat/k ₃ sf (20.2250) ₃
Hotel (northside)	338 sf/r ₃ m (0.3375) ₃	304 sf/r ₃ m (0.3037) ₃	N/A	N/A	301 sf/r ₃ m (0.3008) ₃	0.95 rm/r ₃ m (0.9474) ₃	6.75 seat/r ₃ m (6.7500) ₃
Multi-Family (northside)	348 sf/d ₃ (0.3481) ₃	313 sf/d ₃ (0.3133) ₃	1.03 rm/d ₃ (1.0315) ₃	N/A	310 sf/d ₃ (0.3103) ₃	0.98 rm/d ₃ (0.9772) ₃	6.96 seat/d ₃ (6.9625) ₃
Retail (southside)	1,122 sf/k ₃ sf (1.1219) ₃	1,010 sf/k ₃ sf (1.0096) ₃	3.32 rm/k ₃ sf (3.3240) ₃	N/A	N/A	3.15 du/k ₃ sf (3.1491) ₃	22.44 seat/k ₃ sf (22.4375) ₃
Hotel (southside)	356 sf/r ₃ m (0.3563) ₃	321 sf/r ₃ m (0.3206) ₃	1.06 rm/r ₃ m (1.0556) ₃	N/A	318 sf/r ₃ m (0.3176) ₃	N/A	7.125 seat/d ₃ (7.125) ₃
Movie Theater	N/A	N/A	N/A	N/A	N/A	N/A	N/A

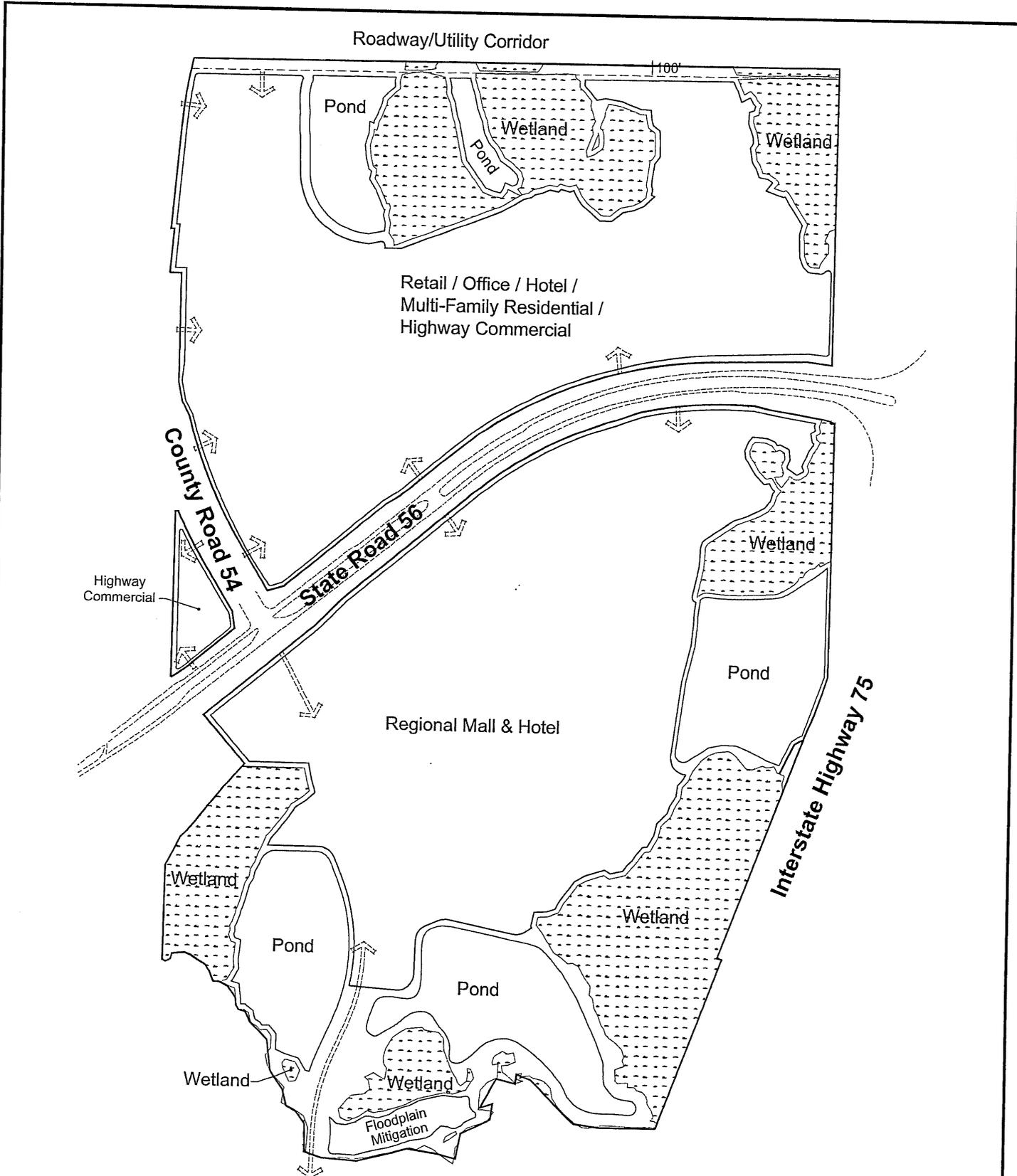
¹ Land use exchanges are based on net external p.m. peak hour two-way project traffic. Use of this matrix shall be limited to the following minimums and maximums to ensure that impacts for transportation, water, wastewater, solid water, and affordable housing are not exceeded.

Land Use	Minimum	Approved	Maximum ⁴
Office	120,000 sf	120,000 sf	600,000 sf
Retail (northside)	250,000 sf	600,000 sf	1,100,000 sf
Hotel (northside)	0 rooms	150 rooms	800 rooms
Multi-Family (northside)	120 dus	230 dus	230 dus
Retail (southside)	1,000,000 sf	1,300,000 sf	1,800,000 sf
Hotel (southside)	0 rooms	200 rooms	800 rooms
Movie Theater	- (-)	(-)	4,000 seats

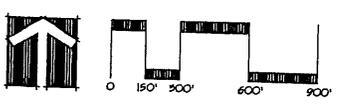
- 2 Example exchanges: Add 100 Hotel rooms (northside) by reducing Retail (northside), 100 rooms ÷ 3.2926, retail factor =30,371; reduce retail by 30,371 sf
- 3 Actual Equivalency factor for use in calculations
- 4 Maximums are intended to set the outside limit for each individual land use listed in the "Land Use" column. Any land use mix achieved through the use of this Trade-Off matrix cannot generate impacts which exceed those generated by the land use mix approved in this Development Order.

EXHIBIT F

REVISED MAP H - MASTER PLAN



Legend



CYPRESS CREEK TOWN CENTER DRI DEVELOPMENT INFORMATION			
DEVELOPMENT CATEGORY *	PHASE 1 2004 - 2018	PHASE 2 To be determined	TOTAL
NORTH PARCEL			
RETAIL CENTER	600,000 S.F.	0 S.F.	600,000 S.F.
HIGHWAY COMMERCIAL	56,000 S.F.	0 S.F.	56,000 S.F.
OFFICE	120,000 S.F.	300,000 S.F.	420,000 S.F.
HOTEL	150 ROOMS	150 ROOMS	300 ROOMS
MULTI-FAMILY RESIDENTIAL	230 UNITS	400 UNITS	630 UNITS
SOUTH PARCEL			
REGIONAL MALL	1,161,925 S.F.	215,000 S.F.	1,399,925 S.F.
HOTEL	200 ROOMS	200 ROOMS	400 ROOMS
MOVIE THEATER (SEATS)	2,502	0	2,502
WEST PARCEL			
HIGHWAY COMMERCIAL	40,000 S.F.	0 S.F.	40,000 S.F.

* Land uses may be modified in accordance with the proposed Equivalency Matrix.

NOVEMBER 2004 Revised APRIL 2009	REVISED MAP H MASTER DEVELOPMENT PLAN	CYPRESS CREEK TOWN CENTER <i>Pasco County, Florida</i>	WilsonMiller, Inc. Project Coordination, Planning and Transportation	Biological Research Associates, Ltd. Environmental
--	--	---	---	---

EXHIBIT G
TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE					
Cypress Creek Town Center DRI					
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share	
Phase 1 (2021)					
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122	
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a	
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000	
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996	
S.R. 54/C.R. 577		n/a	19.2	n/a	
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a	
S.R. 56/I-75	EB Left	\$691,200	100.0	\$691,200	
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550	
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200	
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a	
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4	\$6,400	
<i>Freeway Ramps</i>					
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200	
1-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a	
PHASE 1 TOTAL		\$4,322,200		\$2,408,668	
Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road					

ROADWAY IMPROVEMENT PROPORTIONATE SHARE

Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
S.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	803,603
S.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	3,382,166	919,949
S.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	601,335
S.R. 54	Collier Parkway to Livingston -WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	1,360,793	687,745
S.R. 54	Livingston to Cypress Creek Run -EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,617,416
S.R. 54	Livingston to Cypress Creek Run -WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	2,690,760	1,411,842
S.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	641,937
S.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	1,067,937	822,204
C.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	219,931
C.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413
C.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,559,868
C.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224
C.R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374
C.R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010
S.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283
S.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634
S.R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309
S.R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁵	186	870	0.2138	3,547,704	758,499
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁵	213	870	0.2448	3,547,704	868,478
I-75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759
I-75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637
I-75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	960,604
I-75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,681
I-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1682	4,933,250	829,773
I-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721
TOTAL PHASE 1										20,583,426

² See Per Mile Roadway Improvement Costs Worksheet Appended

⁴ Project Traffic Divided By Service Volume Increase

³ Future Service Volume Less Existing Service Volume

⁵ No Right-of-Way Required

EXHIBIT I

CYPRESS CREEK OFW BOUNDARY MAP

Cypress Creek OFW Boundary Map

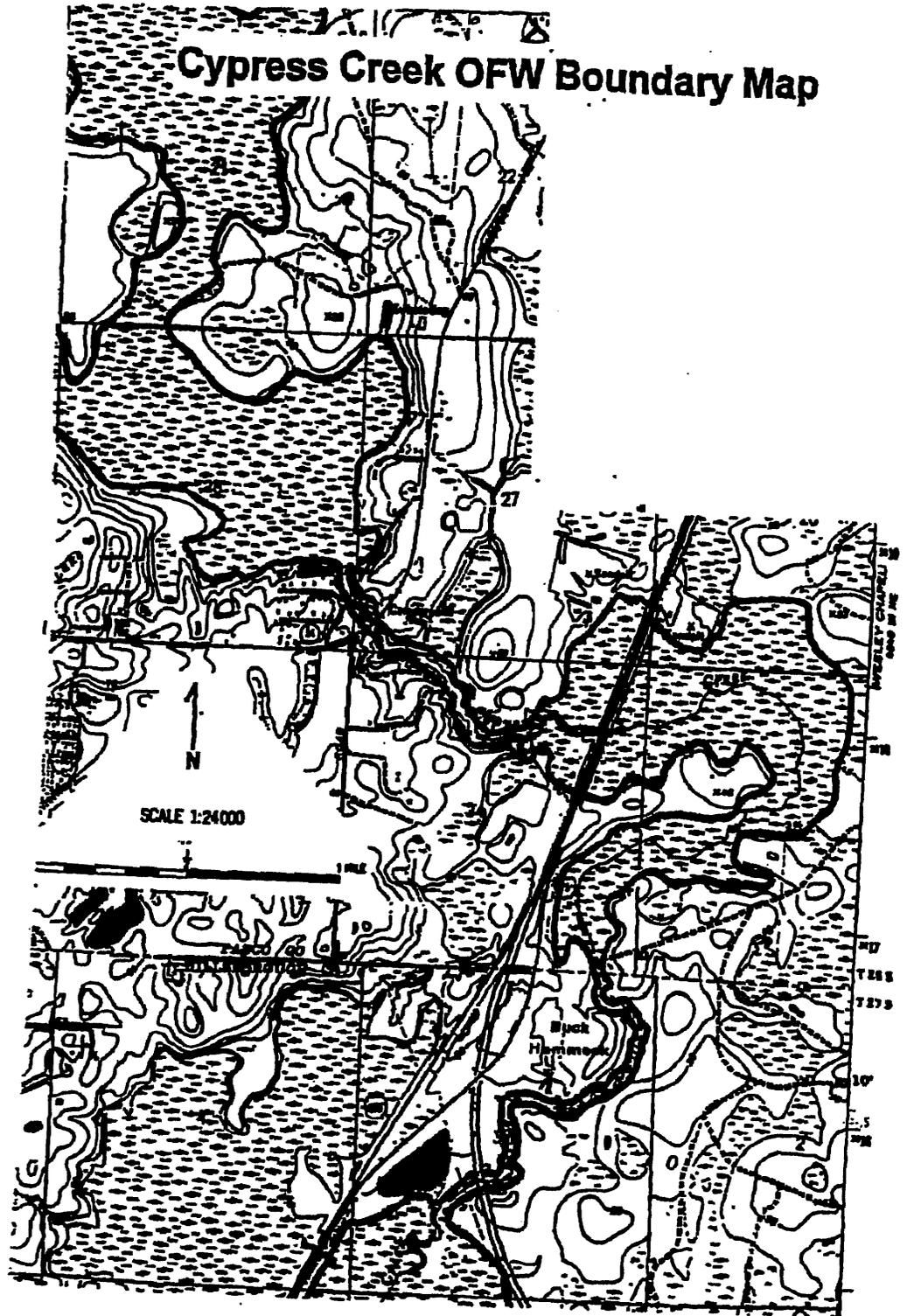
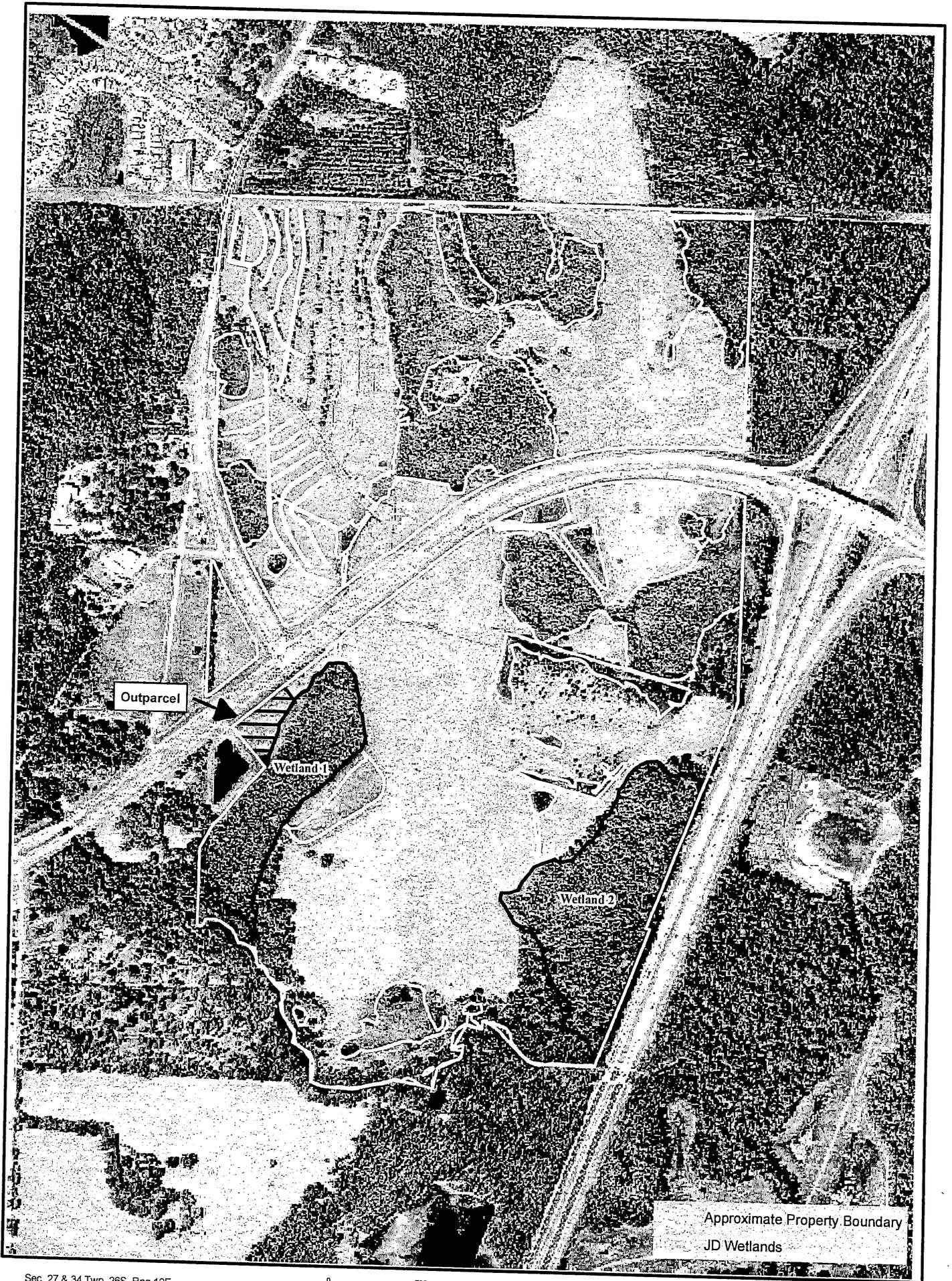
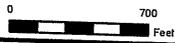


EXHIBIT J
WETLANDS BOUNDARY MAP



Sec. 27 & 34 Twp. 26S Rng 19E



1 inch = 697 feet

	Preparation Date:	Revision Date:	Project Number:
	17 March, 2004	9 April 2004	7724-003-BPI
	Project Manager:	GIS Operator:	GIS QA/QC:
	JB	LBS	
ArcMap Name:	Plot File:		
H_aerial_11x17.mxd	jd_aerial_11x17.pdf		

Cypress Creek Town Center
Pasco County, Florida
JD Wetlands

Biological Research Associates

3910 US Highway 391N
 Suite 186
 Tampa, Florida 33619
 813-664-1500 FAX 813-664-0440
www.biologicalresearch.com



#252



PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7004 1160 0000 4437 8489
RETURN RECEIPT REQUESTED

May 20, 2008

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

RE: Cypress Creek Town Center - Development of Regional Impact (#252)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Cypress Creek Town Center Development of Regional Impact #252 Development Order Amendment (Resolution No. 08-217), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order amendment was approved by the Pasco County Board of County Commissioners on May 13, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia D. Spidell".

Cynthia D. Spidell, MBA
Planner II

Enclosure



A RESOLUTION AMENDING EXHIBIT F AND TABLE 1, LAND USE AND PHASING SCHEDULE OF THE CYPRESS CREEK TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT/DEVELOPMENT ORDER (RESOLUTION NO. 05-188).

WHEREAS, on November 23, 2004, by Resolution No. 05-40, the Board of County Commissioners approved an Application for Development Approval filed by Pasco 54, Ltd.; Pasco Ranch, Inc.; and Pasco Properties of Tampa Bay, Inc., (collectively referred to as Developer) for a Development of Regional Impact (DRI) known as Cypress Creek Town Center; and

WHEREAS, on April 26, 2005, the Board of County Commissioners approved a settlement agreement in response to an appeal by the Florida Department of Community Affairs (FDCA), in accordance with Section 380.07, Florida Statutes (F.S.), and adopted an Amended and Restated Development Order (DO) for the Cypress Creek Town Center DRI; and

WHEREAS, on January 24, 2008, the Developer filed a request for a land use exchange in accordance with Section 5.b(1) of the DO to allow the exchange of certain Phase 1 development entitlements, pursuant to the Land Use Equivalency Matrix set out in Exhibit E; and

WHEREAS, on January 30, 2008, the Developer filed an application for a DO Amendment, in accordance with Section 380.06(19)(e)(2), F.S., to revise Map H to combine the approved land uses in the northern portion of the development (DO Amendment); and

WHEREAS, the DO Amendment included correspondence from the FDCA confirming that the proposed change is similar in nature, impact, or character to the changes enumerated in Subparagraphs 380.06(19)(e)2a-j, F.S., and does not create the likelihood of any additional regional impact; and

WHEREAS, the County wishes to include approval of the land use exchange as part of the DO Amendment; and

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

WHEREAS, pursuant to Subparagraph 380.06(19)(e)1, F.S., a public hearing is not required in order for the Board of County Commissioners to consider the DO Amendment; and

WHEREAS, the Board of County Commissioners considered the DO Amendment at its meeting on May 13, 2008; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled this 13th day of May, 2008, that:

The DO Amendment for the Cypress Creek Town Center DRI as set forth below is hereby adopted by the Board of County Commissioners.

CYPRESS CREEK TOWN CENTER DO AMENDMENT

1. Introduction. This resolution shall constitute an amendment to the Cypress Creek Town Center DO.
2. General Findings of Fact. The Board of County Commissioners makes the following findings of fact:
 - a. The foregoing Whereas clauses are hereby incorporated as findings of fact.
 - b. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the memoranda and attachments from the Growth Management Department relating to the DO Amendment.
3. Conclusions of Law. The Board of County Commissioners hereby finds as follows:
 - a. This DO Amendment is consistent with the applicable provisions of the Pasco County Land Development Code (local land development regulations).
 - b. This DO Amendment is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (Comprehensive Plan).
 - c. This DO Amendment is consistent with the applicable provisions of the adopted State Comprehensive Plan.
 - d. This DO Amendment is not subject to a Notice of Proposed Change or additional regional review pursuant to Chapter 380, F.S.
4. Order. Having made the above findings of fact and drawn the above conclusions of law, it is ordered that the Cypress Creek Town Center Amended and Restated DO, and, specifically, Exhibit F and Table 1 of the Cypress Creek Town Center Amended and Restated DO, is hereby amended as follows:
 - a. Exhibit F to the DO (Map H) is hereby superseded and replaced with the attached Exhibit F dated March 2008.
 - b. Table 1, on Page 6 of the DO, is hereby superseded and replaced with the attached Table 1. This revised Table 1 reflects a land use exchange of 115,075 square feet of retail entitlements (south side) to 2,582 movie theater seats (south side) in accordance with the Land Use Equivalency Matrix.
5. Notice of Adoption.
 - a. A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), F.S., as amended.

b. The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this resolution and the Notice of Adoption and one (1) additional, original, executed Notice of Adoption to the Pasco County Growth Management Department. The Growth Management Department shall then send copies of each document to the FDCA, the Tampa Bay Regional Planning Council, and the attorneys of record in these proceedings.

c. This resolution/DO Amendment shall be deemed rendered upon transmittal of copies to all recipients, in accordance with Rule 9J-2, Florida Administrative Code.

DONE AND RESOLVED this 13th day of May, 2008.



Jed Pittman
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

Ted Schrader

TED SCHRADER, CHAIRMAN

APPROVED

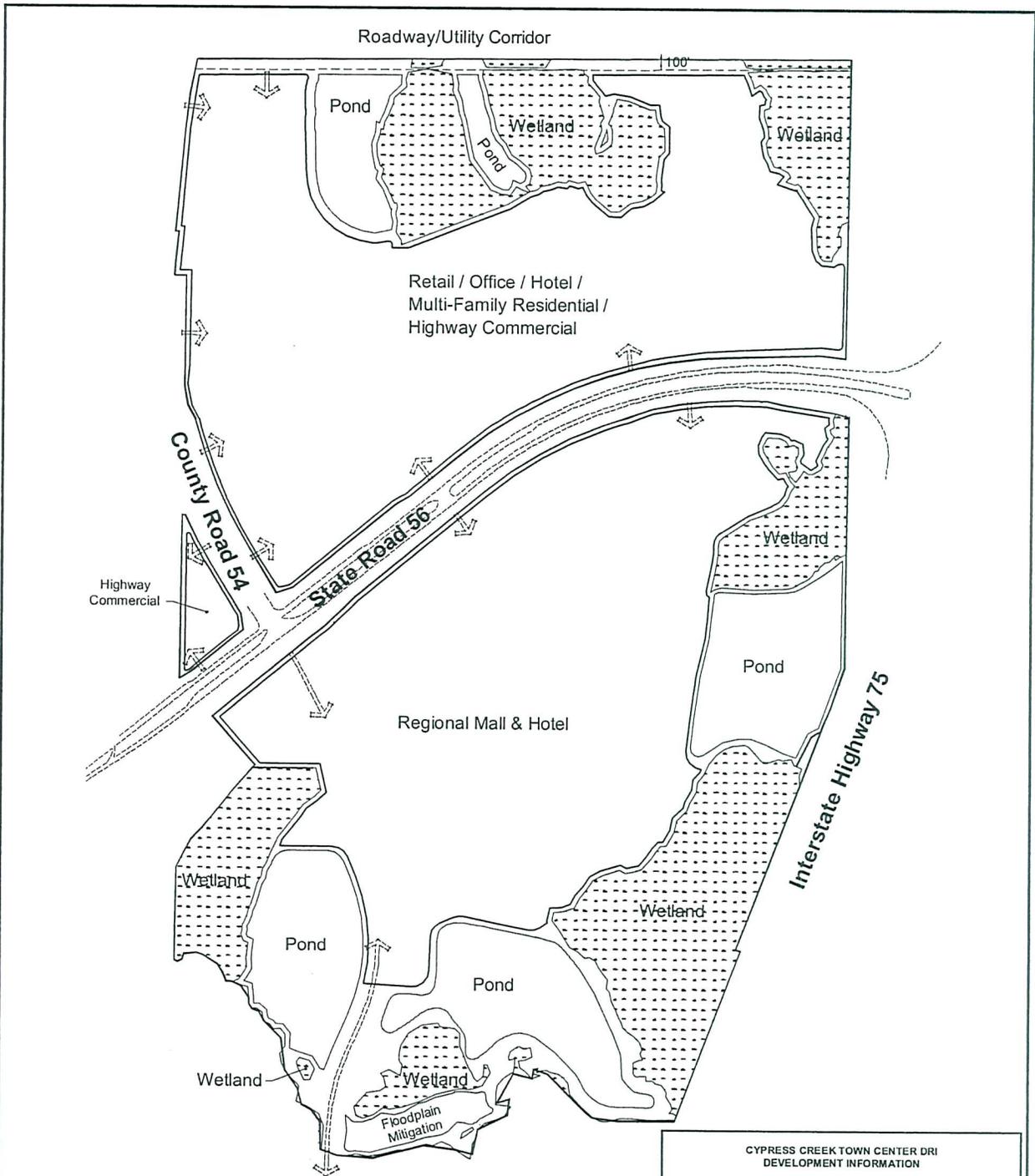
MAY 13 2008

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1-6 OF 6 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
15th of May 2008
JED PITTMAN, CLERK TO THE BOARD
BY Beverly Beem U.C.

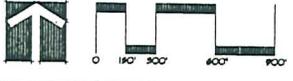
EXHIBITS

Revised Exhibit F

Revised Table 1



Legend
 Wetlands



CYPRESS CREEK TOWN CENTER DRI DEVELOPMENT INFORMATION			
DEVELOPMENT CATEGORY*	PHASE 1 2004-2011	PHASE 2 To be determined	TOTAL
NORTH PARCEL			
RETAIL CENTER	600,000 S.F.	0 S.F.	600,000 S.F.
HIGHWAY COMMERCIAL	56,000 S.F.	0 S.F.	56,000 S.F.
OFFICE	120,000 S.F.	300,000 S.F.	420,000 S.F.
HOTEL	150 ROOMS	150 ROOMS	300 ROOMS
MULTI-FAMILY RESIDENTIAL	230 UNITS	400 UNITS	630 UNITS
SOUTH PARCEL			
REGIONAL MALL	1,184,925 S.F.	215,000 S.F.	1,399,925 S.F.
HOTEL	200 ROOMS	200 ROOMS	400 ROOMS
MOVIE THEATER (SEATS)	2,582	0	2,582
WEST PARCEL			
HIGHWAY COMMERCIAL	40,000 S.F.	0 S.F.	40,000 S.F.

* Land uses may be modified in accordance with the proposed Equivalency Matrix.

NOVEMBER 2004 Revised MARCH 2008	REVISED MAP H MASTER DEVELOPMENT PLAN	CYPRESS CREEK TOWN CENTER <i>Pasco County, Florida</i>	WilsonMiller, Inc. Project Coordination, Planning and Transportation	Biological Research Associates, Ltd. Environmental Fowler, White Boggs, Banker Legal Counsel
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Table 1

**Cypress Creek Town Center DRI
Land Use and Phasing Schedule**

<u>Land Use</u>	<u>Phase 1 (2004-11)</u>	<u>Phase 2 (TBD)²</u>	<u>Totals</u>
Regional Mall (SF) ¹	1,184,925	215,000	1,399,925
Retail Center (SF) ¹	600,000	0	600,000
Office (SF) ¹	120,000	300,000	420,000
Hotel (Rooms)	350	350	700
Highway Commercial (SF) ¹	96,000	0	96,000
Multi-Family (D.U.)	230	400	630
Movie Theater (Seats)	2,582	0	2,582

¹ Square feet in Gross Leasable Area ("GLA") for the purposes of calculating entitlements only shall mean number of square feet on all levels that is equal to the Gross Building Area ("GBA") minus any enclosed or open air mall, and other interior or exterior areas occupied primarily by mechanical, electrical, telephone or other operating equipment, truck or loading docks, police substations, service and fire corridors, stairwells and freight elevator shafts, and maintenance facilities. Construction plans shall reflect both GBA and GLA. All construction plans shall provide an updated accounting of total approved, previously permitted and requested GBA and GLA.

² To Be Determined consistent with Conditions 5.n. (1) and 5.o. (2).

8005 D & YAM

**NOTICE OF ADOPTION OF THE DEVELOPMENT
ORDER AMENDMENT FOR THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT NO. 252**

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 08-217, dated May 13, 2008, has adopted the development order amendment (DO Amendment) for a Development of Regional Impact (DRI) known as Cypress Creek Town Center. The above-referenced DO Amendment constitutes a land development regulation applicable to the property described in Exhibit C of the Amended and Restated Development Order.

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

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit C or actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 13th day of May, 2008.



BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA


JED PITTMAN, CLERK


TED SCHRADER, CHAIRMAN

APPROVED

MAY 13 2008



2007 JB
January 24, 2007

Ms. Debra Zampetti
Zoning/Code Compliance Administrator
7530 Little Road, Suite 140
New Port Richey, FL 34654

SUBJECT: Cypress Creek Town Center – Land Use Equivalency Matrix

Dear Debra:

With this letter, we are requesting an equivalent exchange from 115,075 square feet of retail (south side) entitlements to 2,582 movie theater seats. Per the Land Use Equivalency Matrix, the exchange rates used ensure that the impacts for transportation, water, wastewater, solid waste, and affordable housing are not exceeded.

The approved Cypress Creek Town Center DRI Development Order (DO) permits the exchange of specific uses as provided in the approved Land Use Equivalency Matrix. Section 5.B of the DO states "Phase 1 entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto".

MPUD zoning condition #41 c. includes a list of the maximum amount of development permitted which includes up to 4,000 movie theater seats. Movie theaters are a permitted principle use (as an Amusement Facility) in the C-2 General Commercial District, with which our retail uses must comply. The result of the exchange is a mathematical change only to the square footage of retail uses and does not change the placement of uses as illustrated on MPUD Master Plan. For the reasons stated above we do not believe a revised MPUD master plan is required.

This request is submitted based on a recent call from Dawn Sutton regarding the need for a land use exchange for movie theater seats. The information provided is based on our understanding and the understanding of the Jacobs Group of the approved Development Order and MPUD conditions.

Enclosed please find a copy of Exhibit E Cypress Creek Town Center DRI Phase 1 – Land Use Equivalency Matrix.

If you have any questions please do not hesitate to contact me at (813) 223-9500.

Sincerely,
WilsonMiller, Inc.

John M. Bowers, AICP/RLA
Senior Project Manager

Enclosures

cc: Cynthia Spidel, Pasco County
Dawn Sutton, Pasco County
David Goldstein, Assistant County Attorney
Mike LaSala, DRI Coordinator
John Meyer, Tampa Bay Regional Planning Council
Brenda Winningham, Florida Department of Community Affairs
Thomas P. Schmitz, Jacobs Group

EXHIBIT E (Revised 10/04)
 CYPRESS CREEK TOWN CENTER DRI
 PHASE 1 - LAND USE EQUIVALENCY MATRIX

Change To:	Office	Retail (northside)	Hotel (northside)	Multi-Family (northside)	Retail (southside)	Hotel (southside)	Movie Theater
Change From:	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Retail (northside)	1,111 sf/ksf (1.1113) ³	N/A	3.29 rm/ksf (3.2926) ³	N/A	991 sf/ksf (0.9905) ³	3.12 rm/ksf (3.1193) ³	20.23 seat/ksf (20.2250) ³
Hotel (northside)	338 sf/rm (0.3375) ³	304 sf/rm (0.3037) ³	N/A	N/A	301 sf/rm (0.3008) ³	0.95 rm/rm (0.9474) ³	6.75 seat/rm (6.7500) ³
Multi-Family (northside)	348 sf/du (0.3481) ³	313 sf/du (0.3133) ³	1.03 rm/du (1.0315) ³	N/A	310 sf/du (0.3103) ³	0.98 rm/du (0.9772) ³	6.96 seat/du (6.9625) ³
Retail (southside)	1,122 sf/ksf (1.1219) ³	1,010 sf/ksf (1.0096) ³	3.32 rm/ksf (3.3240) ³	N/A	N/A	3.15 du/ksf (3.1491) ³	22.44 seat/ksf (22.4375) ³
Hotel (southside)	356 sf/rm (0.3563) ³	321 sf/rm (0.3206) ³	1.06 rm/rm (1.0556) ³	N/A	318 sf/rm (0.3176) ³	N/A	7.125 seat/du (7.125) ³
Movie Theater	N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ Land use exchanges are based on net external p.m. peak hour two-way project traffic. Use of this matrix shall be limited to the following minimums and maximums to ensure that impacts for transportation, water, wastewater, solid water, and affordable housing are not exceeded.

Land Use	Minimum	Approved	Maximum ⁴
Office	120,000 sf	120,000 sf	600,000 sf
Retail (northside)	250,000 sf	600,000 sf	1,100,000 sf
Hotel (northside)	0 rooms	150 rooms	800 rooms
Multi-Family (northside)	120 dus	230 dus	230 dus
Retail (southside)	1,000,000 sf	1,300,000 sf	1,800,000 sf
Hotel (southside)	0 rooms	200 rooms	800 rooms

Movie Theater

- (-)

(-)

4,000 seats

2 Example exchanges: Add 100 Hotel rooms (northside) by reducing Retail (northside), 100 rooms + 3.2926, retail factor =30.371; reduce retail by 30.371 sf

3 Actual Equivalency factor for use in calculations

4 Maximums are intended to set the outside limit for each individual land use listed in the "Land Use" column. Any land use mix achieved through the use of this Trade-Off matrix cannot generate impacts which exceed those generated by the land use mix approved in this Development Order.

**Cypress Creek Town Center DRI
Land Use Exchange Calculation**

Jan 28 2008

Land Use	Phase 1 Pre-Equivalency Exchange	Exchange per Equivalency Matrix	Phase 1 Post Equivalency Exchange
Regional Mall (SF)	1,300,000	(115,075)	1,184,925
Retail Center (SF)	600,000	0	600,000
Office (SF)	120,000	0	120,000
Hotel (Rooms)	350	0	350
Highway Commercial (SF)	96,000	0	96,000
Multi-Family (DU's)	230	0	230
Movie Theater (Seats)	0	2,582	2,582

**Table 1
Cypress Creek Town Center DRI
Land Use and Phasing Schedule**

Land Use	Jan 28 2008		Totals
	Phase 1 (2004-11)	Phase 2 TBD ²	
Regional Mall (SF) ¹	1,184,925	215,000	1,399,925
Retail Center (SF) ¹	600,000	0	600,000
Office (SF) ¹	120,000	300,000	420,000
Hotel (Rooms)	350	350	700
Highway Commercial (SF) ¹	96,000	0	96,000
Multi-Family (DU's)	230	400	630
Movie Theater (Seats)	2,582		2,582

¹ Square feet in Gross Leasable Area ("GLA") for the purposes of calculating entitlements only shall mean number of square feet on all levels that is equal to the Gross Building Area ("GBA") minus any enclosed or open air mall, and other interior or exterior areas occupied primarily by mechanical, electrical, telephone or other operating equipment, truck or loading docks, police substations, service and fire corridors, stairwells and freight elevator shafts, and maintenance facilities. Construction plans shall reflect both GBA and GLA. All construction plans shall provide an updated accounting of total approved, previously permitted and requested GBA and GLA.

² To Be Determined consistent with Conditions 5.n. (1) and 5.o. (2).

A RESOLUTION AMENDING AND RESTATING THE DEVELOPMENT ORDER APPROVING THE CYPRESS CREEK TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 252) TO IMPLEMENT A SETTLEMENT AGREEMENT.

WHEREAS, on November 23, 2004, by Resolution No. 05-40, the Pasco County Board of County Commissioners approved an Application for Development Approval filed by Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc. (collectively referred to as "Developer") for a Development of Regional Impact (DRI) known as Cypress Creek Town Center; and

WHEREAS, the DRI Development Order for the Cypress Creek Town Center was appealed by the Department of Community Affairs in accordance with Section 380.07, Florida Statutes; and

WHEREAS, the Pasco County Board of County Commissioners held a noticed public hearing on April 26, 2005, to consider a settlement agreement to resolve the DRI appeal, as well as a related comprehensive plan amendment administrative challenge filed by the Department of Community Affairs, and that agreement was approved by the Pasco County Board of County Commissioners; and

WHEREAS, the settlement agreement is authorized under Section 380.032(3), Florida Statutes, which authorizes the Department of Community Affairs to enter into agreements with local governments, land owners, and developers to effectuate the provisions and purposes of Chapter 380, Florida Statutes, and Rule Chapter 9J-2, Florida Administrative Code; and

WHEREAS, the settlement agreement requires the DRI Development Order for the Cypress Creek Town Center to be amended in accordance with the terms of that agreement; and

WHEREAS, the Developer has signed the settlement agreement and agrees to abide by its terms and conditions, including the amendments to the Cypress Creek Town Center DRI Development Order required by that agreement; and

WHEREAS, simultaneous with the approval of the settlement agreement, this Amended and Restated DRI Development Order for the Cypress Creek Town Center was adopted by the Pasco County Board of County Commissioners at the noticed public hearing on April 26, 2005.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

The Cypress Creek Town Center Development Order is hereby amended and restated as set forth below:

AMENDED AND RESTATED CYPRESS CREEK TOWN CENTER DEVELOPMENT ORDER

1. General Findings of Fact

The Pasco County Board of County Commissioners makes the following general Findings of Fact:

a. The DRI Development Order for the Cypress Creek Town Center was approved by the Pasco County Board of County Commissioners on November 23, 2004, by Resolution No. 05-40. The nature, type, scope, intensity, density, costs, and general impact of the Cypress Creek Town Center DRI are those which are summarized in Composite Exhibit A, the Application for Development Approval ("ADA"), and in Exhibit B, the Specific Findings of Fact and Regional Impacts contained in Pages 1-91 of the Tampa Bay Regional Planning Council ("TBRPC") Final Report. Both Exhibits A and B are not attached to this Development Order, but are on file with the County and incorporated into this Development Order by reference.

b. The DRI Development Order for the Cypress Creek Town Center was reviewed and appealed by the Department of Community Affairs to the Florida Land and Water Adjudicatory Commission pursuant to Section 380.07, Florida Statutes. That case currently is pending before the Division of Administrative Hearings as DOAH Case No. 05-0865.

c. The appeal of the DRI Development Order for the Cypress Creek Town Center was resolved by the settlement agreement approved by the Pasco County Board of County Commissioners on April 26, 2005.

d. The April 26, 2005, public hearing to consider and approve the settlement agreement and its implementing amendments to the DRI Development Order for the Cypress Creek Town Center was noticed to the general public by publication in a newspaper of general circulation in Pasco County at least 15 days before that public hearing.

e. At the noticed public hearing on April 26, 2005, all parties and members of the general public requesting to do so were afforded the opportunity to present written or oral communications as to the proposed settlement agreement and to the implementing amendments to the DRI Development Order for the Cypress Creek Town Center.

f. On April 26, 2005, the Pasco County Board of County Commissioners approved those amendments to the DRI Development Order for the Cypress Creek Town Center based on staff reports, documents, evidence and testimony received at the April 26, 2005 public hearing, as well as the staff reports, documents, evidence and testimony received at the November 23, 2004, public hearing for Resolution No. 05-40.

g. The property that is the subject of the Amended DRI Development Order for the Cypress Creek Town Center is not in an Area of Critical State Concern.

h. The real property encompassed by the Cypress Creek Town Center DRI is owned by the Developer and FDOT, and a description of the real property is attached hereto as Exhibit C ("the Property").

2. Conclusions of Law

The Pasco County Board of County Commissioners hereby finds as follows:

a. These revisions to the Cypress Creek Town Center DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Application.

b. As conditioned, these revisions to the Cypress Creek Town Center DRI are consistent with the Pasco County Land Development Code (local land development regulations).

c. As conditioned, these revisions to the Cypress Creek Town Center DRI are consistent with the adopted Pasco County Comprehensive Plan as amended.

d. These revisions to the Cypress Creek Town Center DRI Development Order are consistent with the settlement agreement approved on April 26, 2005.

e. The procedure followed to consider and approve the settlement agreement and the amendments of the Cypress Creek Town Center DRI, including the public hearing conducted on April 26, 2005, are consistent with the rights afforded the parties and the general public under Florida law. The procedure is consistent with the broad powers granted to the Department of Community Affairs under Section 380.032(3), Florida Statutes, to enter into agreements with local governments, landowners, and developers regarding DRI's.

f. These amendments to the Cypress Creek Town Center Development Order shall not take effect until the settlement agreement is signed by all parties to that agreement and the plan amendment adopted on November 23, 2004, takes legal effect.

3. Approval Stipulations

a. Specific approval of Phase I of the Application is hereby granted with conditions. Phase II of the Application is subject to additional review as provided herein. Conceptual approval is granted for Phase II; this may be changed to specific approval, subject to an amendment to Sub-area Policy 9.1.2 of the Future Land Use Element of the Comprehensive Plan, additional analyses through the NOPC process performed pursuant to the requirements of Section 380.06, F.S., and in accordance with Specific Conditions No. 5.n.(1) and 5.o. (2) of this DO.

b. The requirements of and conditions contained in this DO shall regulate the development of the property described in Exhibit C. Following the adoption of this DO, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such

conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the property.

In the event Pasco County believes violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer after providing the Applicant/Developer with an opportunity to be heard and, if it is determined by the County Administrator or his designee that a violation has occurred, the County Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected or the Board of County Commissioners rescinds the Notice of Noncompliance at a hearing to consider the matter. Notwithstanding the foregoing, violations of the Development Agreement shall be addressed in accordance with the provisions of the Development Agreement.

c. All development specifically authorized by this DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated in the manner specified in this DO.

(2) The Applicant's/Developer's commitments set forth in Exhibit D shall be honored by the Applicant/Developer, except as they may be superseded by specific terms of this DO.

d. Development of the Cypress Creek Town Center DRI shall be governed by the standards and procedural provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), F.S. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

e. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2019, unless the County can demonstrate that substantial changes in the conditions underlying the approval of this DO have occurred or that the DO was based on substantially inaccurate information provided by the Applicant/Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and land development regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

f. As provided in Chapter 190, F.S., and subject to the Pasco County Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD, which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

g. The property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the property may continue to be used for agricultural activities until the property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

(1) Development of the Cypress Creek Town Center shall proceed in accordance with the phasing schedule indicated in Table 1 below.

(2) Excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Developer's risk and shall not vest latter phase development rights.

Table 1

**Cypress Creek Town Center DRI
Land Use and Phasing Schedule**

<u>Land Use</u>	<u>Phase 1 (2004-11)</u>	<u>Phase 2 TBD²</u>	<u>Totals</u>
Regional Mall (SF) ¹	1,300,000	215,000	1,515,000
Retail Center (SF) ¹	600,000	0	600,000
Office (SF) ¹	120,000	300,000	420,000
Hotel (Rooms)	350	350	700
Highway Commercial (SF) ¹	96,000	0	96,000
Multifamily Residential (D.U.)	230	400	630

¹ Square feet in Gross Leasable Area ("GLA") for the purposes of calculating entitlements only shall mean the actual number of square feet on all levels that is equal to the Gross Building Area ("GBA") minus any enclosed or open air mall, and other interior or exterior areas occupied primarily by mechanical, electrical, telephone or other operating equipment, truck or loading docks, police substations, service and fire corridors, stairwells and freight elevator shafts, and maintenance facilities. Construction plans shall reflect both GBA and GLA. All construction plans shall provide an updated accounting of total approved, previously permitted and requested GBA and GLA.

² To Be Determined consistent with Conditions 5.n. (1) and 5.o. (2).

b. Effective Date and Duration

(1) The DO for the Cypress Creek Town Center DRI shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent and the appeal period has passed for all comprehensive plan amendments associated with the Cypress Creek Town Center DRI.

(2) The effective period of this DO shall be until December 31, 2019. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Section 380.06(19), F.S.

c. Commencement of Development

If physical development of the Cypress Creek Town Center has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Section 380.06(19), F.S., whether the delay represents a substantial deviation from the terms and conditions of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or vertical development, unless otherwise approved by Pasco County.

d. Build-out of Project

(1) The build-out date of Phase 1 of the project shall be December 31, 2011.

(2) Any delay in the build-out date of Phase 1 of the project beyond December 31, 2011, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO amendment which may include a re-evaluation of required transportation mitigation. The applicable build-out date for Phase 2 shall be established when specific approval of Phase 2 is obtained.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described elsewhere herein, the project consists of the land uses by phase as described in Table 1.

b. Land Use Exchange

(1) Phase 1 development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the Florida Department of Community Affairs and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next Biennial Report. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Notwithstanding the foregoing, office entitlements cannot be exchanged for retail, mall, hotel, or residential entitlements. In addition, no approved entitlements may be traded for additional residential entitlements.

(2) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the Notice of Proposed Change (NOPC) process as required by Section 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of this DO.

(3) Unless the Applicant/Developer demonstrates to Pasco County that projected traffic volumes and patterns would be similar to those initially approved, conversion of land entitlements authorized under provisions of the Land Use Equivalency Matrix shall be limited as follows: Land use entitlements located on the parcel north of S.R. 56 can only be exchanged for authorized entitlements located on the north parcel. The same applies for south parcel entitlements.

c. Water Quality and Drainage

(1) Development of Cypress Creek Town Center shall not result in a Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Section 40D-4, Florida Administrative Code (FAC), and Pasco County stormwater management requirements. Treatment shall be provided by biological filtration and residence times or a combination thereof. Best Management Practices (BMP) for reducing adverse water

quality impacts as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. South of S.R. 56, the stormwater treatment system shall be designed to treat the first 1½ inches of rainfall and shall provide fourteen (14) day residence time, unless otherwise approved by Pasco County and the SWFWMD. In addition, the Applicant/Developer shall comply with the following design requirements.

(a) All swales shall be fully vegetated and operational.

(b) Dry stormwater retention/detention areas, including side slopes and bottoms, shall be fully vegetated as required.

(c) The Applicant/Developer or other responsible entities shall ensure that the stormwater management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit (ERP). The Applicant/Developer or other responsible entities shall hire a licensed engineer to conduct annual inspections of the stormwater management system on the project site to ensure that the system is being properly maintained in keeping with its design and is capable of accomplishing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each DRI Biennial Report.

(d) Should the Applicant/Developer or its representative discover that if any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, report such fact to Pasco County and shall promptly undertake any necessary repairs or modifications to the system. The Biennial Report shall describe any such problems and the necessary repairs or modifications to remedy them as well as what repairs or modifications to the system have been undertaken since the previous Biennial Report.

(e) The stormwater management system shall be designed to maintain the natural hydroperiod of the on-site wetlands and the floodplain habitats of Cypress Creek and Cabbage Swamp in full conformance with permit requirements by appropriate agencies with jurisdiction.

(f) Prior to the first construction plan approval, the Applicant/Developer must provide a plan detailing the operation and maintenance of the stormwater management system. The plan shall, at a minimum, identify the responsible entity, establish a long-term funding mechanism which may include the formation of a Property Owners Association, and provide assurance through written commitments that the entity in charge of the program has the technical expertise necessary to carry out the operation and maintenance functions of the stormwater management system. The plan must be approved by Pasco County prior to construction plan approval, and implementation of the plan must begin prior to each phase.

(g) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary site plan approval.

(h) The Applicant/Developer shall advise future residents and tenants of seasonal variations with created water features and that lakes should not be perceived as having constant water levels.

(3) Planning and development of the Cypress Creek Town Center shall conform to the rules adopted by the Southwest Florida Water Management District (SWFWMD) for the Northern Tampa Bay Water (TBW) Use Caution Area. Development of the Cypress Creek Town Center shall be designed to not negatively impact the existing water quality of Cypress Creek, an OFW, as required in Section 40D-4, FAC. There shall be no direct discharge of stormwater runoff into Cypress Creek.

(a) In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. The Applicant/Developer shall develop a surface-water quality monitoring program to be continued for five years following project build-out demonstrating compliance with such standards. The following parameters shall be included within any required surface water-quality monitoring program: sampling locations and specific parameters, frequency of monitoring, and reporting subject to approval by Pasco County, SWFWMD, FDEP, TBW and other appropriate regulatory bodies. Access to the monitoring sites shall be made available to the agencies listed above.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with the (EPA/FDEP) Environmental Protection Agency/Florida Department of Environmental Protection quality-control standards and requirements.

(c) The surface water-quality monitoring results shall be submitted to the FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standard, the Developer shall identify the specific construction or other activity identified as causing the violation which shall cease until the violation is corrected. The design of the stormwater collection system shall facilitate the testing of stormwater runoff from individual parcels to help in detection of the specific source of any such violation. In the event that the specific construction or other activity causing the violation cannot be identified, all construction shall cease until the violation is corrected.

(d) Subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds. All test boring logs of the site are to be provided during the permitting process and prior to any construction to the FDEP and the Southwest Florida Water Management District (SWFWMD).

(4) A groundwater-quality monitoring program shall be developed in coordination with the FDEP and the SWFWMD to establish parameters, methodology, and locations of monitoring sites. Any such program shall be submitted to Pasco County, FDEP, SWFWMD, and TBW for review and approval and shall be included in each Biennial Report. Any required groundwater-quality monitoring program shall be instituted before construction begins to provide background data and shall continue for five years following project build-out. If reclaimed water for irrigation purposes is used in the future, any groundwater-monitoring program shall be amended as required by the permit for use of reclaimed water. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the exceedance shall cease until the exceedance is corrected. Monitoring results shall be included in each Biennial Report. To prevent adverse effects to groundwater quality during construction, there shall be no excavation into the Floridian aquifer's confining layers or underlying limestone. The ways that the Developer will prevent this from occurring and any remedial action it will implement should it occur, are required to be outlined during the site plan permitting process and submitted by the County to TBW for review and comment.

(5) An integrated, pest-management program shall be implemented to minimize the use of fertilizers and pesticides. The Applicant/Developer shall implement BMPs for reducing water-quality impacts as recommended by Pasco County, TBW, and SWFWMD. This activity shall include, but not be limited to, a street-cleaning program for roadways and parking areas.

(6) The Applicant/Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable following examples such as the Florida Yards and Neighborhoods program. Construction BMP shall be used to prevent construction-related turbidity and erosion problems.

(7) On-site stormwater wet-detention ponds shall include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Applicant/Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water) for the duration of the permit.

(8) All drainage system components shall comply with Section 40D-4, FAC, as well as all other applicable local, State, and Federal rules and regulations.

(a) The amount of development proposed will result in an increased volume of stormwater runoff. Several methods exist that can help reduce the impact from this increased volume of stormwater. Low-impact design elements should be incorporated throughout the site to the

maximum extent possible to include: shallow, vegetated swales in all parking areas; small, recessed garden areas throughout parking and building landscape areas; porous pavement and other pervious pavement technologies; stabilized grass areas for overflow parking; and retention of the maximum amount of existing, native vegetation.

(9) Protect water quality within the Cypress Creek OFW by providing setbacks from the OFW that are a minimum of fifty (50) feet, except as may be required for the bridge crossing Cypress Creek. The bridge design shall include curbing and fencing to ensure that runoff is funneled into the storm water system and to limit the opportunity for trash and debris to enter Cypress Creek.

(10) The historic average volume discharged from the project should not be decreased post-development. The developers shall, in cooperation with Tampa Bay Water (TBW) and to the extent the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment-volume requirements).

d. Wetlands

(1) Wetlands protection shall be in accordance with all applicable County, State, and Federal laws, permits, rules, and regulations.

(2) Development plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with the SWFWMD and other regulatory agencies as may be applicable.

(3) Prior to preliminary plan approval for any parcel, the Applicant/Developer shall submit an On-Site Wetland Protection Plan to the Florida Fish and Wildlife Conservation Commission (FFWCC), FDEP, SWFWMD and TBRPC for review and to Pasco County for approval. The plan shall address, but not be limited to, control of exotic species, mitigation of impacted wetlands, restoration of previously-impacted wetlands, control of on-site water quality, and restoration of natural hydroperiods in on-site wetlands.

(4) Existing annual hydroperiods, normal pool elevation, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post-development wetland areas shall comply with Pasco County policies at the time of this DO approval or the SWFWMD regulations at the time permits are obtained, whichever is more restrictive, to provide an upland transition into the wetland areas and to protect the natural system from development impacts. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency.

(6) This Development Order does not authorize impacts to Category 1 wetlands. At the time of preliminary site plan approval, the County may decide to authorize impacts to

Category

I wetlands, but only in accordance with the provisions of Conservation Element Policies 2.7.3, 2.7.4, and 2.7.6 and subject to the following:

(a) No impacts will be permitted to the wetland in the southwest corner of the intersection of SR 56 and CR 54 (delineated on attached Exhibit J as Wetland 1), for the purpose of increasing the developable portion of the outparcel on the attached Exhibit J. Any such impact will only be permitted when needed to provide access or construct roadways, and only after the Developer has reduced and eliminated impacts to the wetlands in accordance with state permitting requirements.

(b) The Developer agrees to grant a conservation easement over the wetlands located adjacent to Interstate 75 at the southeast corner of the property (delineated on attached Exhibit J as Wetland 2) to the Department of Environmental Protection, the Southwest Florida Water Management District or a non-profit conservation organization, in perpetuity, so that the wetlands will not be subject to development in the future.

e. Mitigation Standards

(1) By adopting this DO, Pasco County has recognized that the location of the project makes those uses which are approved herein reasonable. The Applicant/Developer shall submit a detailed Ecosystem Improvement Plan (Ecosystem Plan) prior to the approval of the first preliminary site plan. The Ecosystem Plan shall emphasize a watershed approach to mitigation and shall be developed in accordance with:

(a) The "net ecosystem benefit" concept embodied in Section 403.0752, F.S.

(i) Section 3.2.1.2 of the SWFWMD's basis of review.

(ii) The Army Corps of Engineers' (ACOE) Regulatory Guidance Letter No. 02-2 (Guidance on Compensatory Mitigation Projects under the ACOE Regulatory Program pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899).

(b) The Ecosystem Plan must be designed, at a minimum, to meet the following criteria:

(i) Demonstrate a net ecosystem benefit of natural resources within the affected drainage basin.

(ii) Provides for greater, long-term, regional, ecological value than would be provided by on-site mitigation.

(iii) Include one (1) or a combination of preservation, enhancement, restoration, and/or recreation of wetland and upland resource.

(iv) The amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on-site) and gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD.

(v) The mitigation for wetland impacts proposed as part of the Ecosystem Plan shall identify proposed mitigation in a maximum of two (2) (one [1] south of S.R. 56 and one [1] north of S.R. 56) master permit applications.

(vi) The Future of the Region Strategic Policy Plan, Regional Goal 4.5, and related policies.

(vii) References to the Hillsborough River Drainage Basin shall mean the basin shown on Appendix 6 of the SWFWMD's basis of review.

(c) Wetland encroachments included in the Ecosystem Plan must be permitted by appropriate regulatory agencies, including the FDEP, the SWFWMD, and the ACOE. The Ecosystem Plan shall be approved by Pasco County prior to any wetland impacts. A change in the Ecosystem Plan as provided herein resulting from requirements imposed by the FDEP, the SWFWMD, or by any appropriate Federal regulatory agency shall be submitted to Pasco County. The change shall be presumed not to create a substantial deviation subject to further DRI review. Mitigation is expected to include fee simple purchase and/or purchased conservation easements of land for one or some combination of the following:

(i) Protection/preservation of lands identified as falling within, extending, or expanding one (1) of the habitat corridors identified by Pasco County. The exact acreage will vary depending on how conservation rights are acquired, activities that may be allowed upon lands not acquired by fee simple purchase, available mix of uplands and wetlands, quality of uplands and wetlands, and relative quantities of uplands and wetlands.

(ii) Restoration of degraded wetlands within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iii) Wetland creation within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iv) Wetland enhancement and/or creation on-site.

(d) The Ecosystem Plan shall be approved prior to issuance of the first construction permit associated with Cypress Creek Town Center development.

(e) All wetland mitigation activities shall be completed, in accordance with the approved Ecosystem Improvement Plan, prior to issuance of Certificate(s) of Occupancy beyond 500,000 sq. ft. of development within Cypress Creek Town Center. The mitigation activities shall be determined successful, using SWFWMD criteria, prior to any Phase 2 approval.

f. Water Supply Protection

(1) Planning and development of the Cypress Creek Town Center shall conform to the SWFWMD-adopted rules for the Northern Tampa Bay Water Use Caution Area.

(2) Pasco County, along with nine (9) other counties within the SWFWMD, is located in a region where water demand is expected to exceed the ability of traditional groundwater sources to provide necessary supplies over the next twenty (20) years. New development represents additional water demand in an area where water resources are already stressed in providing for current, reasonable, and beneficial uses. The development must, therefore, implement to the maximum extent possible, all options for developing alternative supplies (reclaimed water, stormwater, water conservation, etc.) to meet their needs.

(3) Prior to construction, the Applicant/Developer shall determine the opportunities to use nonpotable water for irrigation and other purposes within the development. Nonpotable sources may include, but are not limited to, reclaimed wastewater, stormwater, and water pumped from shallow wells. The determination shall include, at a minimum, the proximity of the nonpotable source to the proposed development, the long-term availability of that source, the appropriateness of the source for the intended use.

(4) Installation of high-efficiency (low-volume) plumbing fixtures, appliances, and other water-conserving devices is required. Efficient plumbing fixtures are required by the Florida Building Code.

(5) Other water-conservation measures shall be included, such as landscaping, buffering, rain and soil moisture sensors and shut-offs, low-volume fixtures, mulching, preservation of natural areas and individual meters on multifamily units.

g. Floodplain/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

(2) No fill shall be added within the 100-year floodplain without approval by the appropriate permitting agencies.

h. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the FFWCC and implement the recommended measures for species protection in accordance with any applicable regulations.

(2) The entirety of Cypress Creek OFW lands (as shown on Exhibit I) located on the site shall be preserved. The proposed roadway crossing over Cypress Creek shall be designed to minimize impacts to the environmentally sensitive areas. The proposed southern access roadway crossing Cypress Creek will feature a bridge structure which includes a minimum of twenty-five (25) feet of uplands at both banks to facilitate wildlife movement along this riverine corridor and provide continuity to the riverine corridor and previously constructed wildlife crossings. The bridge shall have a span adequate to accommodate wildlife (e.g. Deer) in accordance with Pasco County standards.

(3) The applicant shall complete mitigation and permitting for any species of special concern, threatened, endangered floral, or faunal species encountered on the property through the FFWCC and U.S. Fish and Wildlife, in compliance with any applicable regulations. The applicant shall also continue to monitor for the presence of all protected species through the period up to, and including, various construction phases and provide for the appropriate mitigation or permitting requirements. The applicant shall submit all correspondence and proposed mitigation or take permits to FFWCC and the County for review and comment prior to commencement of these activities.

(4) The Applicant/Developer shall make every reasonable effort to relocate all gopher tortoises within the project site. In the event that on-site relocation is not reasonably possible, all gopher tortoises shall be relocated to an appropriate off-site location subject to approval by the FFWCC. In no event shall the Applicant/Developer seek to kill or wound any gopher tortoise without first receiving specific approval of the BOCC and the FFWCC.

i. Wellfield Protection

(1) The Applicant/Developer shall comply with the current Wellhead Protection Ordinance (Section 612 of the Pasco County Land Development Code as amended).

(2) Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify Pasco County, TBW, and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by Pasco County and the SWFWMD:

(a) If the slumping or sinkhole formation becomes evident before or during construction activities, stop all work (except for mitigation activities) in the affected area and remain stopped until Pasco County and the SWFWMD approve resuming construction activities.

(b) Take immediate measures to ensure no surface water drains into the affected areas.

(c) Visually inspect the affected area.

(d) Excavate and backfill as required to fill the affected area and prevent further subsidence.

(e) Use geotextile materials in the backfilling operation, when appropriate.

(f) If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of five (5) feet from the bottom of the retention pond to the surface of the limerock clay or karst connection.

(g) If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, relocate the retention area.

(3) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer is prohibited.

j. Historical and Archaeological Sites

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

k. Land

(1) BMP to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four-(24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in

accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

I. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has indicated that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.

(b) Development of the project shall not result in levels of service for water and wastewater services below the acceptable levels of service established in the Comprehensive Plan.

(c) The Applicant/Developer agrees to use the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water and groundwater. Potable water (i.e., water that is treated and provided through a public-distribution system) shall not be used for the irrigation of common areas if lower quality water becomes reasonably available.

(d) Water-saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.), and xeriscape-type landscaping shall be encouraged within the project.

(e) High-efficiency, water-saving devices, irrigation systems, and low-volume, plumbing fixtures will be used throughout the project.

(f) Prior to construction, the Applicant/Developer shall provide the County with evidence that adequate water-supply capacity and wastewater capacity for that construction is available. The assurance shall include adequate water supply for firefighting purposes. Pasco County shall have the right to rely on assurances of adequate potable-water supply from TBW.

(g) Wastewater shall not be treated on-site or by a private utility, unless approved by Pasco County.

(h) No permanent septic tanks shall be installed on the Cypress Creek Town Center site. "Interim" septic tanks shall be removed from the site following completion of construction.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.

(b) Development of the project shall not result in levels of service for solid-waste collection/disposal below the acceptable levels of service established in the Comprehensive Plan.

Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project shall be obtained from Pasco County or other appropriate entities.

(c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(d) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the Cypress Creek Town Center.

m. Energy

(1) The energy-conservation measures referenced in the Applicant's/ Developer's Commitments, attached hereto as Exhibit D, shall be implemented.

(2) All Cypress Creek Town Center tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy, waste heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

n. Transportation

(1) Specific approval is hereby granted for Phase 1 of the CYPRESS CREEK TOWN CENTER DRI, as defined herein, subject to the conditions outlined herein. Specific approval of Phase 2 shall be contingent upon further Section 380.06, F.S. transportation analysis submitted through the Notice of Proposed Change process.

(2) Transportation Impact Fees and Credits: The Developer shall pay transportation impact fees and is eligible to receive transportation impact fee credits in accordance with Pasco County Transportation Impact Fee Ordinance No. 94-03, as amended, and the Development Agreement.

(3) Access Management: The Developer shall be responsible for construction of the access improvements to S.R. 56, S.R. 54 and C.R. 54 for the project prior to or concurrent

with vertical construction of the portions of the project necessitating such improvements, as determined by the County and FDOT at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project. All access improvements, number of access points and spacing of access points shown on Map H shall be subject to compliance with the provisions of the Florida Department of Transportation (FDOT) and Pasco County's access management regulations. The Development Agreement described in subsection n.(5) below, and Exhibit D to the Development Agreement, set forth: (a) the scope of the required and optional access improvements for the project, (b) which intersection improvements are part of the Pipeline Projects, (c) which access improvements are site-related improvements, and (d) which intersection improvements are eligible for impact fee credits.

(4) Mitigation: The Developer agrees to construct Pipeline Improvements as mitigation for the Cypress Creek Town Center DRI Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the Developer's proportionate share contribution for those improvement projects listed in Exhibit G (Required Phase 1 Improvements) attached hereto, is Twenty-Two Million, Nine Hundred and Ninety-Two Thousand and Ninety-Four and 00/100 Dollars (\$22,992,094) (the "Proportionate Share") in 2004 dollars. The Developer has elected to design, permit, construct, and acquire right-of-way (where necessary) for two pipeline projects to fully mitigate the transportation impacts of Phase 1 of the project. The first Pipeline Project is the design, permitting, construction and right-of-way acquisition (where necessary) for a new extension of C.R. 54 from the intersection of S.R. 56 and S.R. 54 south to County Line Road, including the construction of a 2-lane bridge over Cypress Creek and additional intersection improvements, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the C.R. 54 Extension Pipeline Project"). The C.R. 54 Extension Pipeline Project will serve as the last link of a County roadway connecting S.R. 52 to County Line Road through Old Pasco Road and C.R. 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit G), as well as improving the capacity of other north-south roadways near the project such as C.R. 581, Collier Parkway, Livingston Road and Cypress Creek Road. The second Pipeline Project is the widening of S.R. 56 and S.R. 54 from a 4 lane divided arterial to a 6 lane divided arterial from the western I-75 ramps west to the existing 6 lane section approximately .6 miles east of U.S. 41, including intersection improvements at the S.R. 54/S.R. 56/C.R. 54 intersection and S.R. 54/Collier Parkway intersection, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the S.R. 54/56 Pipeline Project"). The C.R. 54 Extension Pipeline Project and S.R. 54/56 Pipeline Project are collectively referred to herein as the "Pipeline Projects".

The estimated cost of the C.R. 54 Extension Pipeline Project is at least six million dollars (\$6,000,000.00) in 2004 dollars. The Developer shall (1) design, permit, construct, and acquire right-of-way (where necessary) for the C.R. 54 Extension Pipeline Project, regardless of cost, pursuant to the terms of

the Development Agreement discussed in subsection n.(5) below, or (2) make a payment to the County in the amount of six million dollars (\$6,000,000.00), plus three percent (3%) interest compounded annually from the adoption date of this Development Order to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for the C.R. 54 Extension Pipeline Project. The timing for making such election, Developer credit against the cash payment option for County-approved design, permitting, construction and right-of-way acquisition expenses on the C.R. 54 Extension Pipeline Project, and County application of the cash payment, are set forth in the Development Agreement discussed in subsection n.(5) below.

The estimated cost of the S.R. 54/56 Pipeline Project is twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) in 2004 dollars. The Developer shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project, regardless of cost, pursuant to the terms of the Development Agreement discussed in subsection n. (5) below; however, the County agrees to reimburse the Developer for (1) all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty-eight and six tenths percent (48.6%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project above twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00). County reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact fee credits as set forth in the Development Agreement discussed in subsection n. (5) below.

(5) Development Agreement: The County and Developer, following review by the Florida Department of Transportation (FDOT), have entered into a Development Agreement attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects. The Development Agreement also contains: (a) the final detailed scope of the Pipeline Projects, (b) phasing requirements for the C.R. 54 Extension Pipeline Project, (c) a schedule for design, permitting, right-of-way acquisition, and construction of the Pipeline Projects, and/or payment in lieu of such requirements, to ensure that the Pipeline Projects are expeditiously constructed, (d) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further building permits or development approvals shall be issued until the Pipeline Projects have been recommenced to the satisfaction of the County, (e) provisions for assistance from Pasco County in the acquisition of right-of-way, and Developer right-of-way dedication requirements, for the

Pipeline Projects as needed, (f) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule, (g) provisions addressing the payment of transportation impact fees and transportation impact fee credits, (h) insurance and indemnification requirements, and (i) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in subsection n.(4) above or which remove any condition required by Rule 9J-2.045, F.A.C. shall be amended in the Development Order through the NOPC process pursuant to Chapter 380, F.S.. All other amendments to the Development Agreement shall not require a NOPC or Development Order amendment.

(6) Traffic Monitoring

Eighteen months following construction plan approval, for vertical construction, of fifty (50) percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval, for vertical construction, of sixty-five 65 percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of PM peak-hour trip generation, whichever date is earlier, the Developer shall institute an annual monitoring program and provide annual monitoring reports to Pasco County, the Tampa Bay Regional Planning Council, and FDOT to verify that the allowable trips are not exceeded. The total driveway trips of the development shall not be allowed to exceed 3043 inbound and 3381 outbound p.m. peak-hour trips, for a total of 6424 p.m. peak-hour trips. The total pass by trips the development shall not be allowed to exceed is 1,472 p.m. peak-hour trips (sum of both directions). The monitoring program shall be in accordance with the following:

(a) The monitoring program shall obtain traffic field counts at appropriate locations to accurately measure the total and directional gross external trips, net external trips, diverted trips, and passerby trips. The counts shall be collected in accordance with acceptable engineering standards as approved by Pasco County.

(b) The counts shall consist of weekday p.m. peak directional counts from 4:00 p.m. to 6:00 p.m., with subtotals at fifteen (15) minute increments at all project entrances. The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minutes totals will be summed to determine the project's total p.m. peak-hour traffic volume.

(c) The total count shall include net external trips, diverted trips, and pass-by trips for this development.

(d) If the monitoring reports indicate that the allowable trips are exceeded by more than five (5) percent or if the annual reports are not submitted within thirty (30) days of its due date Pasco County shall conduct a substantial deviation determination pursuant to Subsection

380.06(19), F.S., and amend the DO to change or require additional improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

(7) Transportation System Management (TSM) Program

In the first year following the issuance of a Certificate of Occupancy for the first office development in the project, the Developer or its successor shall initiate a TSM program to divert vehicle trips from the p.m. peak-hour. The TSM program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM program shall be included in each Biennial Report.

o. Air Quality

(1) BMP, as identified in the ADA, shall be employed during site preparation and construction to minimize air quality impacts.

(2) Prior to preliminary plan approval in Phase 2 of the project, the Applicant/Developer or its successor shall submit an air-quality analysis regarding applicable Phase 2 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

(3) In the event that the required transportation analysis identifies additional intersection improvements needed to accommodate the impacts of the Cypress Creek Town Center project, DRI-level analysis for potential air-quality impacts shall also be conducted and the results provided to the TRBPC, the FDEP, and Pasco County for review. Any improvements determined necessary to mitigate air quality impacts shall be required in a DO amendment.

p. Educational Facilities

The Applicant/Developer agrees to pay school impact fees as full mitigation for the impacts of the residential component of the Cypress Creek Town Center on the Pasco County school system in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

q. Recreation and Open Space

The Applicant/Developer shall comply with the Pasco County Neighborhood Parks Ordinance, No. 02-03, adopted January 29, 2002, as amended.

r. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services (EMS) service to the development. The Pasco County Sheriff's Office shall provide law enforcement services to the development. The Applicant/Developer shall be required to pay impact fees for all such services.

(2) The Applicant/Developer shall review the concepts of "fire safe communities" as provided by the Division of Forestry, FDACS, and implement all appropriate measures.

(3) The Applicant/Developer shall coordinate with the Pasco County Sheriff's Office prior to construction to incorporate reasonable security features throughout the project.

(4) The Applicant/Developer shall provide the Pasco County Sheriff's Office 600 square feet of finished shell space in the main regional retail complex for use as a Sheriff's Substation to facilitate law enforcement activities. Said space shall be accessible directly from the exterior of the building that said space will be located within. In addition, a tourist center may be an ancillary use within the Sheriff's substation. The space shall be provided at no cost to the Sheriff's Office.

(5) The Applicant/Developer shall make available for a period of five years from the effective date of this DO, a site, for a Pasco County Sheriff's Office district facility. The said site and availability shall meet the following requirements:

- a. Be a minimum of 3,000 square feet in size.
- b. Be in configuration and location mutually acceptable by the Applicant/Developers and the Pasco County Sheriff's Office and visible to traveling public.
- c. Be provided as a price equal to the price per acre, adjusted pursuant to the minimum site size listed above, and used to establish the Pasco County Law Enforcement Impact Fee.
- d. Parking spaces pursuant to the County's Land Development Code shall be provided for the Sheriff's facility by the applicants/developers adjacent to the site at no cost to the County or Sheriff's Office.
- e. Drainage from the site and adjacent parking spaces shall be incorporated into the applicant's/developer's stormwater management plan at no cost to the County or Sheriff's Office.

If the County has adopted a Law Enforcement Impact Fee at the time the site is conveyed, the County may, at the County's option and in lieu of a cash payment, provide credit against the land portion of the Law Enforcement Impact Fee in an amount not to exceed the price stated above. The County or Sheriff's Office shall have one year from the effective date of the Cypress Creek Town Center DO to select a site. If the Applicants/Developers do not agree with the site selected by the County, no additional site plans shall be approved by the County until the County and applicants/developers have agreed upon a mutually acceptable site.

Conveyance of the site to the County shall occur within 90 days of the County's request, shall be in a form acceptable to the County, and shall be free and clear of all liens.

s. Housing

The Applicant/Developer has completed an Affordable Housing Assessment for the nonresidential component of the Cypress Creek Town Center in accordance with the agreements reached at the DRI Preapplication Conference for the development conducted on January 28, 2002, and determined

that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units for development of all planned retail commercial, hotel, and office uses.

t. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

u. General Conditions

(1) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the Biennial Report.

(2) In the event ordinances or resolutions are adopted by the Board of County Commissioners establishing County impact fees for the purpose of funding solid waste, public safety, and/or wildlife mitigation, the Applicant/Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(3) Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Applicant/Developer in accordance with Rule 9J-2.0252, FAC.

6. Procedures

a. Biennial Reports

(1) Monitoring of the Cypress Creek Town Center DRI by Pasco County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a Biennial Report on the required form to the Pasco County Growth Management Department, the TBRPC, and the FDCA on the two (2) year anniversary date of final adoption of this DO and every two (2) years during the term of this DO. The contents of the Biennial Report shall meet the requirements of Section 380.06(18), F.S., and shall include all additional data and information as required in this DO.

(3) If the Biennial Report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all ongoing development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately pursuant to Section 380.06(17), F.S., as amended, until a public hearing has been held, pursuant to Section 380.06(19), F.S., as amended, to determine if a substantial deviation has occurred.

(4) In addition to the required elements of the Biennial Report, the Applicant/Developer shall include:

- (a) The cumulative number of units developed through the land use tradeoff mechanism.
- (b) The cumulative number of units (by type and square feet of retail and office/by number of rooms for hotels) with site plan approval (preliminary plan/construction plan/site plan), final plat approval, and Certificates of Occupancy.
- (c) A synopsis of all DRI and zoning amendments.
- (d) A synopsis of ownership (major parcels).
- (e) A list of DRI/DO conditions of approval and whether the Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

Future proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), F.S., as amended, prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, the FDCA, and Pasco County.

c. Notice of Adoption

(1) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), F.S., as amended.

(2) The Clerk of the Circuit Court, Secretarial Services, for the Board of County Commissioners shall return six (6) signed and certified copies of this DO and Notice of Adoption to the Pasco County Attorney's Office. The Pasco County Attorney's Office shall then send copies of each document to the FDCA, the TBRPC, and to the attorneys-of-record of these proceedings.

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

DONE AND RESOLVED this 26th day of April, 2005.



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Jed Pittman
JED PITTMAN, CLERK

Pat [Signature]
CHAIRMAN

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

Paul Robert [Signature]

APPROVED

APR 26 2005

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND THE COUNTY'S OFFICIAL SEAL THIS 26th day of May 2005
JED PITTMAN, CLERK TO THE BOARD
BY Donalee Schmidt c.

ATTORNEY

NOTICE OF ADOPTION OF THE AMENDED AND RESTATED DEVELOPMENT
ORDER FOR THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 05-188, dated April 26, 2005, has amended the development order (DO) for a Development of Regional Impact known as Cypress Creek Town Center. The above-reverenced DO constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO.

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

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

DONE AND RESOLVED this 26th day of April 2005.



BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

[Signature]
JED PITTMAN, CLERK

[Signature]
CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney
[Signature]
ATTORNEY

APPROVED
APR 26 2005

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL OF REC-
ORD IN MY OFFICE. WITNESS MY HAND THE COUN-
TY'S OFFICIAL SEAL THIS 26th day of May
JED PITTMAN, CLERK TO THE BOARD 2005
BY Donaloe Schmidt D.C.

EXHIBITS

- A ADA*; Sufficiency Responses*
- B TBRPC DRI Final Report*
- C Legal Description
- D Developer's Commitments
- E Land Use Equivalency Matrix
- F Map H - Master Plan
- G Transportation Impact Summary & Proportionate Share Calculation
- H Development Agreement
- I Cypress Creek Outstanding Florida Waters Boundary Map
- J Wetlands Boundary Map

* Incorporated by reference only—on file with the Pasco County Growth Management Department

EXHIBIT C

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4 of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT D

DEVELOPER'S COMMITMENTS

DRI NO. 252 - CYPRESS CREEK TOWN CENTER

PASCO COUNTY

The following commitments have been made by, or on behalf of, the Applicant/Developer in the ADA, the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

General

1. A new roadway through the south parcel may be created as an extension of C.R. 54 south from its intersection with S.R. 56 (ADA/Page 10.4).
2. The office uses located on the north side of S.R. 56 will be designed in a campus setting nestled between two (2) large wetland areas and accessed via the internal roadway loop (ADA/Page 10.4).
3. Wetlands bordering Cypress Creek on the south of the project will remain largely in their natural state, providing for natural site drainage and overall project aesthetics (ADA/Page 10.11).
4. The multifamily residential land uses within Cypress Creek Town Center will contain both active and passive, private, recreation facilities for use by their residents. It could be expected that swimming, tennis, hiking/nature trails, and similar facilities would be provided (ADA/Page 10.11).
5. Much of the on-site wetland system associated with Cypress Creek, including mixed wetland forest, cypress strands, swamps, and marshes of the Cypress Creek Town Center, will be protected and maintained, thus preserving the functioning of these natural systems (ADA/Page 10.13).
6. The project's stormwater management system will be integrated into the natural wetlands ensuring that surface and groundwater quality during and after development will meet or exceed all State and local water-quality standards (ADA/Page 10.14).
7. The project will utilize approved methodologies for prevention of fugitive dust particles during construction (ADA/Page 10.14).
8. Cypress Creek Town Center will provide access for its residents through the creation of recreational easements developed in conjunction with on-site ponds and wetland areas to maintain accessibility to natural resources (ADA/Page 10.14).
9. Cypress Creek Town Center will comply with their requirements for installation of water-saving fixtures and adherence to water-conserving maintenance practices (ADA/Page 10.14).
10. Access to natural systems on site will be provided for residents of the project through methods, such as boardwalks and/or nature trails (ADA/Page 10.15).
11. Preserved on-site wetlands will be retained in their natural state or enhanced in an effort to address impacts related to prior access and poor quality attributable to recent agricultural and silviculture operations (ADA/Page 10.15).
12. Where impacts are anticipated, permitting and mitigation standards will ensure that postdevelopment, natural and recreated resources are at least equal to and most likely higher quality and of a greater quantity than those existing in predevelopment condition (ADA/Page 10.17).
13. The project will utilize public wastewater collection and treatment services as well as reuse water supply, if available (SR1/Page 10.4).
14. Wetland mitigation is proposed to occur within the Hillsborough River Basin containing the proposed project (SR1/Page 10.6).

Vegetation and Wildlife

15. In the case of gopher tortoises, the Applicant/Developer intends to provide mitigation for take of tortoises through donation to the FFWCC mitigation bank (ADA/Page 12.13).

16. Loss of existing on-site wetland habitat will be mitigated through enhancement, restoration, and creation of wetlands in the Hillsborough River Basin. Regionally, no loss of breeding or foraging habitat for cranes is anticipated (ADA/Page 12.13).
17. The mitigation program will replace wetland functions lost on site with a greater quality and function of restored wetlands on and off site (SR1/Page 12.4).
18. The Applicant/Developer is preserving the entirety of Cypress Creek OFW lands located on the site. The proposed roadway crossing over Cypress Creek will be designed to minimize impacts to the environmentally sensitive areas (SR1/Pages 10.10 and 12.5).
19. The Applicant/Developer will commit to the roadway crossing having an adequate underpass to accommodate wildlife and that the remainder of the Cypress Creek OFW be set aside as preservation area (SR1/Pages 10.11 and 12.6).
20. Prior to development, appropriate permits will be obtained from the FFWCC to handle incidental "take" of listed species, including the gopher tortoise and its commensals (SR1/Page 12.6).
21. If cranes are nesting in a wetland, construction in or adjacent to that wetland will be avoided until the cranes have completed nesting (SR1/Page 12.7).
22. Any roadway crossing over Cypress Creek will allow wildlife movement under the roadway (SR1/Page 12.8).
23. Wetland impacts due to surface-water management will be mitigated within the overall off-site mitigation solution being developed (SR2/Page 12.3).
24. Oversized littoral zones will be constructed at the outfalls of each [pond] system (SR3/Page 12.1).
25. The bottom of wet pond, littoral zones will be covered with partially degraded, vegetative matter and peaty materials that possess natural ion-exchange abilities (SR2/Page 12.2).
26. It is anticipated that the surface-water monitoring plan will require sampling during and following construction to ensure that water quality on and exiting the site remains the same or is improved by the proposed surface-water management system (SR2/Page 12.3).
27. Through an approved wetland mitigation plan, the Applicant/Developer will provide at least as much foraging habitat, through an as yet undetermined combination of wetland enhancement, restoration, and creation as is lost onsite. (SR2/Page 12.5)
28. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).

Wetlands

29. The Applicant/Developer will use BMP, such as silt fencing and hay bales to protect wetlands during construction (ADA/Page 13.3).
30. Several techniques will be used to maintain/restore the preserved wetlands in a natural state (SR1/Pages 13.2 and 13.3):
 - a. During construction, wetlands will be protected from erosion and siltation by placement of silt fences, hay bales, or other appropriate measures.
 - b. An average twenty-five (25) foot buffer will be maintained between wetlands and developed areas.
 - c. Pretreatment areas such, as grease baffles, swales, or other measures to reduce entry of oils, trash, etc., into the wetlands will protect wetlands incorporated into the surface-water management system.
 - d. Key elevations (seasonal-high water and normal pool) will be established for any wetland to be incorporated into the surface-water management system.
31. All water-control structures will be designed to maintain natural hydroperiods and water levels in the natural wetlands. During the engineering design phases of the project, appropriate analyses will be conducted to establish appropriate depths for the floodplain-compensation areas and to provide either

- adequate distance or engineering solutions that will prevent the dewatering of wetlands (SR1/Page 13.2).
32. There will be no stormwater discharges directly into any area mapped as part of the Outstanding Florida Water (SR1/Page 13.7).
 33. The Applicant/Developer will place stipulations in any sales or lease agreements that prohibit discharges to groundwater (SR1/Page 13.7).
 34. The Applicant/Developer will place stipulations in the sales or lease agreements that developers of individual parcels must comply with xeriscape principles and principles of the Florida Yards and Neighborhoods (FY&N) Program to the extent the latter apply to retail and office settings (SR1/Page 13.8).
 35. The Applicant/Developer will conduct such testing (geotechnical investigation) as is appropriate to support the surface water management system design and construction engineering processes. (SR1/Page 13.9).
 36. Although wetlands are proposed to be removed from the project site, substantial mitigation for those impacts will be provided that will result in an increased in total quantity of wetlands within the Hillsborough River Basin and/or enhancement/improved quality of other wetlands within the watershed (SR2/Page 10.2).
 37. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).
 38. Mitigation will occur within the Hillsborough River Basin (SR3/Page 13.5).
 39. Conservation easement(s) will be provided for mitigation areas (SR3/Page 13.5).
 40. The developer shall submit a detailed Ecosystem Improvement Plan ("Ecosystem Plan") prior to approval of any preliminary site plan or preliminary plan that would impact any on-site wetlands. The Ecosystem Plan shall include a "net ecosystem benefit," as defined in Section 403.0752, F.S. (SR4/Page 13.2).
 41. The Ecosystem Plan shall be designed to meet the Future of the Region Strategic Regional Policy Plan, Regional Goal 4.5 and related policies (SR4/Page 13.3).
 42. Within proposed DO conditions, the amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on site) and the gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD(SR4/Page 13.3).
 43. The proposed mitigation will be in some combination of wetland creation, enhancement, and preservation that will provide greater relative values of function than the areas to be affected. The mitigation is proposed to enhance regional, wetland functions in a manner that will be permanent (SR4/Page 13.8).
 44. More detailed, in-depth analysis (of stormwater treatment) will be conducted when the mall layout has been determined. No treatment ponds will outfall into the OFW, so further wetland treatment will occur before water reaches the OFW (SR4/Page 13.9).
 45. The Applicant/Developer is willing to encumber the remaining wetlands (postdevelopment) with a conservation easement (SR4/Page 13.10).

Water Quality

46. The wetlands that will be retained after the proposed development will be buffered by swales and stormwater ponds that are created for stormwater attenuation and treatment for the project (ADA/Page 14.3).
47. The surface-water management system proposed for the site will be designed to protect surface-water quality through the use of grass-swale systems, surface-water detention ponds, and stormwater-attenuation ponds. The design will incorporate on-site detention of the first one (1) inch of runoff (ADA/Page 14.4).

48. Construction BMPs will be used to prevent construction-related, turbidity and erosion problems (ADA/Page 14.5).
49. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
50. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade, then seeded or sodded as required (ADA/Page 19.5).
51. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
52. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
53. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
54. Before disturbance occurs in any area of construction, perimeter controls, sediment traps, basins, and diversions will be in place to control runoff and capture sediments. Areas in the vicinity of water bodies, wetlands, slopes, etc., will be prioritized to receive effective stabilization as quickly as possible, preferably prior to the next anticipated precipitation event and always within seven (7) days of disturbance. Graded areas that will not be the focus of ongoing construction will be mulched immediately rather than waiting until all project grading is done. Any construction roads will be stabilized to prevent off-site sedimentation and to keep sediments off of public roads and completed project roads (SR2/Pages 14.2-14.3).

Soils

55. Spoil derived from soils unsuited for construction will be used to the extent feasible in landscape berms and similar areas (ADA/Page 15.5).
56. Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify the County and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by the County and the SWFWMD (SR3/Page 15.1).

Floodplains

57. In the postdevelopment situation, the floodplain limits will be contained within the stormwater management system. No proposed development will lie within the revised floodplain (SR2/Page 16.1).
58. The pond south of the development adjacent to Cypress Creek will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).

Water Supply

59. The development will commit to encourage the use of water-conserving, landscape materials and the responsible use of water, pesticides, and fertilizers by the occupants (ADA/Page 17.3).
60. The Applicant/Developer will use the lowest quality of water available for irrigation purposes. Those sources will include nonpotable quality groundwater, stormwater, and/or reclaimed water (when available). Irrigation systems shall be designed, installed, and operated for water-use efficiency (ADA/Page 17.3).
61. For the purpose of potable-water conservation, installation of high-efficiency (low volume), plumbing fixtures, appliances, and other water-conservation devices shall be used (ADA/Page 17.3).

62. The above-referenced water-saving measures will be enforced through such devices as deed restrictions, property owners' associations' rules and regulations and/or building design standards (ADA/Page 17.3).
63. The developer has no objections to a requirement that excavations for retention/detention facilities will not remove any of the confining clay unit and in no event will contact the limestone aquifer (SR1/Page 17.2).
64. The Applicant/Developer will request a commitment for service from the public reuse system (since it has been installed adjacent to the subject property) (SR3/Page 17.1).

Wastewater Management

65. Interim use of septic tanks may be requested although it is not expected that septic tanks will be used on site (ADA/Page 18.2).
66. At such time as those uses (for sales offices, construction trailers and the like) are no longer needed, the "interim" septic tanks would be removed (SR1/Page 18.1).
67. The Cypress Creek Town Center DRI project will utilize reuse water if sufficient quantities are available from Pasco County to meet the project's demands and if the water quality provided is such that it does not degrade groundwater quality (SR1/Page 18.2).

Stormwater Management

68. There will be a floodplain mitigation pond south of the development adjacent to Cypress Creek. That pond will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).
69. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
70. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade then seeded or sodded as required (ADA/Page 19.5).
71. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed (ADA/Page 19.6).
72. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
73. All side slopes and maintenance berms (of detention ponds) will be periodically mowed and cleaned. During the mowing operation, the ponds will be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade with seeding or sodding as required. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides, and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlines for pipes, inlets, and grates (ADA/Page 19.6).
74. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
75. The development will be designed with the most efficient method for stormwater treatment, which is the construction of wet detention/bioretenion systems (SR4/Page 19.1).

Solid Waste/Hazardous Waste/Medical Waste

76. No hazardous wastes are anticipated for this project; however, commercial and/or office tenants will be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the disposal of such materials (ADA/Page 20.2).

Transportation

77. Cypress Creek Town Center supports transit use and will work with Pasco County or other appropriate entities to make transit service available to the site at such time as service becomes available. All primary access points and major internal-circulation roadways will be designed and constructed to provide sufficient geometry to accommodate transit vehicles (ADA/Page 21.8).

Air Quality

78. To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust (ADA/ Page 22.1).

Hurricane Preparedness

79. The Applicant/Developer will coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane- and wind-resistant technology into the design criteria of all commercial, office and hotel facilities (ADA/Pages 23.1 and 23.2).

Recreation and Open Space

80. Approximately 82.2± acres, or more than 16 percent of the site, will be available in the form of open space and wetlands (ADA/Page 26.1).

Health Care

81. At the present time, it is anticipated that the office use will not contain medical offices (SR1/Page 28.1).

Energy

82. Xeriscape landscaping methods will be recommended wherever possible to reduce irrigation and energy needs by selecting and grouping plants with similar water needs that are most suitable to the climate and conditions of the area (ADA/Page 29.3).

EXHIBIT E (Revised 10/04)
 CYPRESS CREEK TOWN CENTER DRI
 PHASE 1 - LAND USE EQUIVALENCY MATRIX

<u>Change To:</u>	<u>Office</u>	<u>Retail (northside)</u>	<u>Hotel (northside)</u>	<u>Multi-Family (northside)</u>	<u>Retail (southside)</u>	<u>Hotel (southside)</u>	<u>Movie Theater</u>
<u>Change From:</u>							
<u>Office</u>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Retail (northside)</u>	1,111 sf/k ₃ sf (1.1113) ₃	N/A	3.29 rm/k ₃ sf (3.2926) ₃	N/A	991 sf/k ₃ sf (0.9905) ₃	3.12 rm/k ₃ sf (3.1193) ₃	20.23 seat/k ₃ sf (20.2250) ₃
<u>Hotel (northside)</u>	338 sf/rm (0.3375) ₃	304 sf/rm (0.3037) ₃	N/A	N/A	301 sf/rm (0.3008) ₃	0.95 rm/rm (0.9474) ₃	6.75 seat/rm (6.7500) ₃
<u>Multi-Family (northside)</u>	348 sf/du (0.3481) ₃	313 sf/du (0.3133) ₃	1.03 rm/du (1.0315) ₃	N/A	310 sf/du (0.3103) ₃	0.98 rm/du (0.9772) ₃	6.96 seat/du (6.9625) ₃
<u>Retail (southside)</u>	1,122 sf/k ₃ sf (1.1219) ₃	1,010 sf/k ₃ sf (1.0096) ₃	3.32 rm/k ₃ sf (3.3240) ₃	N/A	N/A	3.15 du/k ₃ sf (3.1491) ₃	22.44 seat/k ₃ sf (22.4375) ₃
<u>Hotel (southside)</u>	356 sf/rm (0.3563) ₃	321 sf/rm (0.3206) ₃	1.06 rm/rm (1.0556) ₃	N/A	318 sf/rm (0.3176) ₃	N/A	7.125 seat/du (7.125) ₃
<u>Movie Theater</u>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ Land use exchanges are based on net external p.m. peak hour two-way project traffic. Use of this matrix shall be limited to the following minimums and maximums to ensure that impacts for transportation, water, wastewater, solid water, and affordable housing are not exceeded.

<u>Land Use</u>	<u>Minimum</u>	<u>Approved</u>	<u>Maximum⁴</u>
<u>Office</u>	120,000 sf	120,000 sf	600,000 sf
<u>Retail (northside)</u>	250,000 sf	600,000 sf	1,100,000 sf
<u>Hotel (northside)</u>	0 rooms	150 rooms	800 rooms
<u>Multi-Family (northside)</u>	120 dus	230 dus	230 dus
<u>Retail (southside)</u>	1,000,000 sf	1,300,000 sf	1,800,000 sf
<u>Hotel (southside)</u>	0 rooms	200 rooms	800 rooms

Movie Theater

4,000 seats

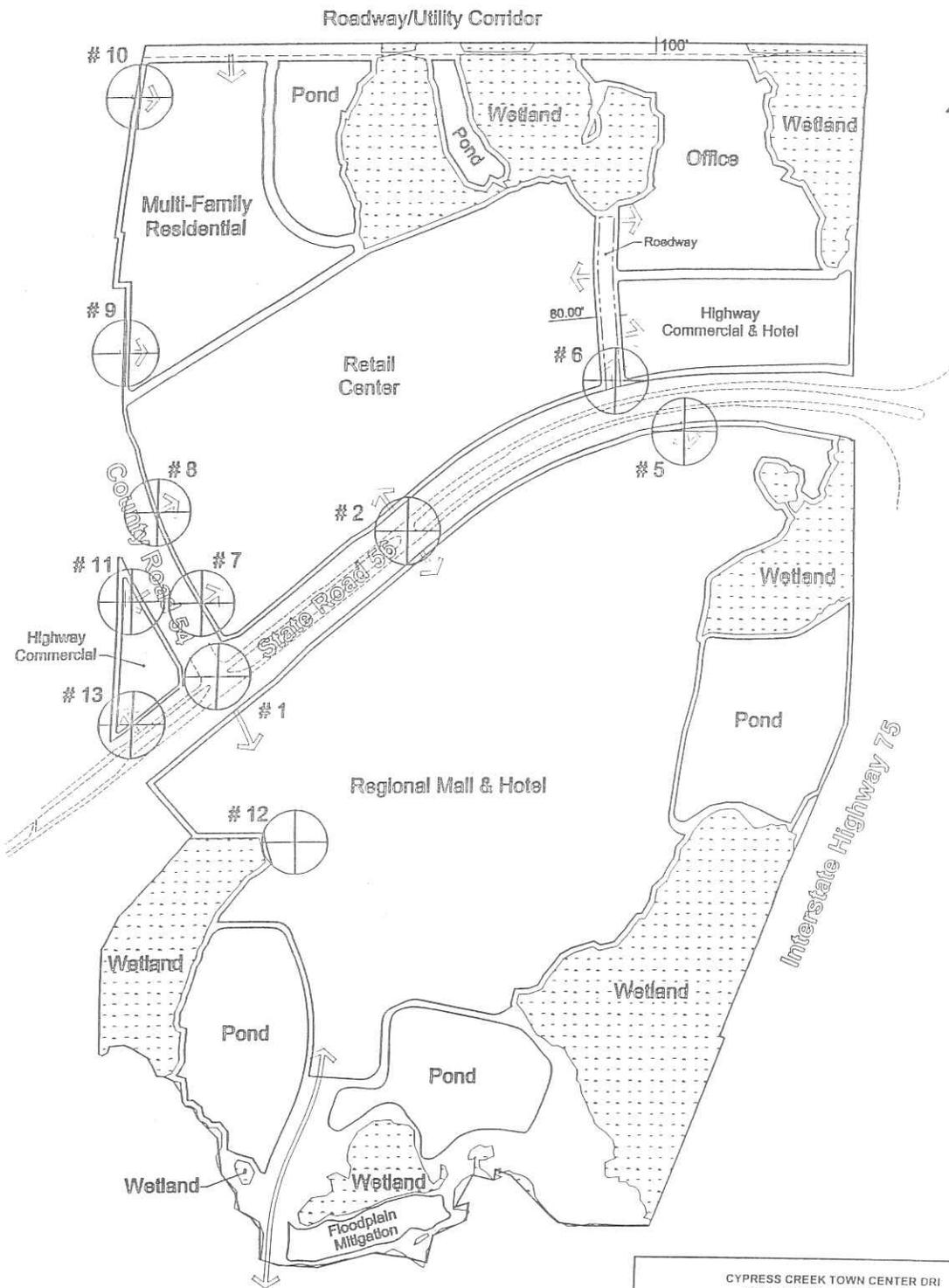
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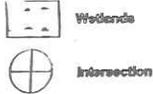
- 2 Example exchanges: Add 100 Hotel rooms (northside) by reducing Retail (northside), 100 rooms ÷ 3.2926, retail factor =30.371; reduce retail by 30,371 sf
- 3 Actual Equivalency factor for use in calculations
- 4 Maximums are intended to set the outside limit for each individual land use listed in the "Land Use" column. Any land use mix achieved through the use of this Trade-Off matrix cannot generate impacts which exceed those generated by the land use mix approved in this Development Order.

EXHIBIT F

MAP H - MASTER PLAN



Legend



SOURCE: WILSONMILLER

CYPRESS CREEK TOWN CENTER DRI DEVELOPMENT INFORMATION			
DEVELOPMENT CATEGORY*	PHASE 1 2008	PHASE 2 2011	TOTAL
NORTH PARCEL			
RETAIL CENTER	600,000 S.F.	0 S.F.	600,000 S.F.
HIGHWAY COMMERCIAL	56,000 S.F.	0 S.F.	56,000 S.F.
OFFICE	120,000 S.F.	300,000 S.F.	420,000 S.F.
HOTEL	150 ROOMS	150 ROOMS	300 ROOMS
MULTI-FAMILY RESIDENTIAL	230 UNITS	400 UNITS	630 UNITS
SOUTH PARCEL			
REGIONAL MALL	1,300,000 S.F.	215,000 S.F.	1,515,000 S.F.
HOTEL	200 ROOMS	200 ROOMS	400 ROOMS
WEST PARCEL			
HIGHWAY COMMERCIAL	40,000 S.F.	0 S.F.	40,000 S.F.

* Land uses may be modified in accordance with the proposed Equivalency Matrix Prepared By: WilsonMiller, Inc., June 2003.

MAY 2002
(Revised
October 2004)

MAP H
MASTER
DEVELOPMENT
PLAN

CYPRESS CREEK
TOWN CENTER
Pasco County, Florida

WilsonMiller, Inc.
Project Coordination, Planning
and Transportation
Eburaw & Associates, Inc.
Stormwater

Biological Research
Associates, Ltd.
Environmental
Erickson, Smolker
& Bohm, F.A.
Legal Counsel

TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE Cypress Creek Town Center DRI				
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share
Phase 1 (2008)				
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996
S.R. 54/C.R. 577		n/a	19.2	n/a
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a
S.R. 56/I-75	EB Left	\$691,200	100.0	\$691,200
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4	\$6,400
<i>Freeway Ramps</i>				
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200
I-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
PHASE 1 TOTAL		\$4,322,200		\$2,408,668
Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road				

ROADWAY IMPROVEMENT PROPORTIONATE SHARE
Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
S.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	803,603
S.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	3,382,166	919,949
S.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	601,335
S.R. 54	Collier Parkway to Livingston - WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	1,360,793	687,745
S.R. 54	Livingston to Cypress Creek Run -EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,617,416
S.R. 54	Livingston to Cypress Creek Run -WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	2,690,760	1,411,842
S.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	641,937
S.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	1,067,937	822,204
C.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	219,931
C.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413
C.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,559,868
C.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224
C.R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374
C.R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010
S.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283
S.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634
S.R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309
S.R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁵	186	870	0.2138	3,547,704	758,499
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁵	213	870	0.2448	3,547,704	868,478
I-75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759
I-75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637
I-75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	960,604
I-75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,681
I-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1682	4,933,250	829,773
I-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721
	TOTAL PHASE 1								68,181,169	20,583,426

² See Per Mile Roadway Improvement Costs Worksheet Appended

⁴ Project Traffic Divided By Service Volume Increase

³ Future Service Volume Less Existing Service Volume

⁵ No Right-of-Way Required

**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
PASCO 54 LTD., PASCO RANCH, INC. AND
PASCO PROPERTIES OF TAMPA BAY, INC.
FOR DEVELOPMENT OF REGIONAL IMPACT NO. 252**

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc., collectively hereinafter called the "DEVELOPER."

WITNESSETH:

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

WHEREAS, on _____, Pasco COUNTY-approved a Development Order with conditions for the Development of Regional Impact No. 252 (hereinafter "DO") in response to an Application for Development Approval ("ADA") for DRI No. 252 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and

WHEREAS, Exhibit G attached to the D.O., and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Exhibit G, and attached hereto as Exhibit B; and

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

WHEREAS, the DO establishes the amount of Twenty-two Million Nine Hundred and Ninety Two Thousand and Ninety Four Dollars (\$22,992,094) as the DEVELOPER's proportionate share contribution for the transportation impacts of the build-out of Phase I of the Project and requires the DEVELOPER to construct improvements to S.R. 56, S.R. 54, and C.R. 54 Extension as described in this Agreement (the "Pipeline Projects"); and

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to accept the application of the DEVELOPER's proportionate share contribution toward the construction of the Pipeline Projects as adequately mitigating the extra-jurisdictional impacts of the Project on the significantly impacted state and regional roadways; and

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Projects, and to insure consistency between the DO and this Development Agreement.

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

1. **WHEREAS CLAUSES**

**EXHIBIT H
DEVELOPMENT AGREEMENT**

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

2. PURPOSE

It is the purpose and intent of this Agreement to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, right-of-way acquisition, permitting, and construction of the Pipeline Projects. This Agreement is intended to define the terms and conditions of the COUNTY's and the DEVELOPER's participation in the Pipeline Projects, as further defined herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

- a. Legal Description: The land subject to this Agreement is identified on Exhibit A. The holder of legal title is Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc. Two pond sites, legally described on Exhibit "C" to this Agreement, are owned by the FDOT (the "FDOT Ponds"). The western most of the FDOT Ponds is used for floodplain mitigation (the "Floodplain Mitigation Pond"); the eastern most of the FDOT Ponds is used as a stormwater facility serving SR 56 ("Pond 30"). The Floodplain Mitigation Pond is in the right-of-way corridor for CR 54 Extension and will be conveyed by FDOT prior to construction plan approval for CR 54 Extension. Pond 30 may be moved to another area on the Project, subject to FDOT approval and appropriate required permitting. If FDOT fails to convey the FDOT Ponds to the DEVELOPER prior to preliminary plan approval of any portion of the Project that includes the FDOT Ponds, or fails to agree to the use of the FDOT Ponds for the Project and Pipeline Projects by such deadline, the COUNTY and DEVELOPER may be required to renegotiate the required transportation mitigation for the Project, which may require an amendment of this Development Agreement.
- b. Duration and Effective Date: This Agreement shall be for a duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this Development Agreement. The effective date of this Development Agreement shall be the same as the effective date of the Development Order.
- c. Development Uses of Land: On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 6288 to rezone the Project from A-C to MPUD. Rezoning Petition No. 6288 and the Development Order will set forth the permitted uses for the Project.
- d. Public Facilities: Adequate transportation facilities for the Project will be provided through improvements to S.R. 54, S.R. 56 and the C.R. 54 Extension (the "Pipeline Projects"). Adequate potable water and wastewater services for the Project are available through the COUNTY's existing water and sewer lines along S.R. 56, subject to a Utilities Service Agreement with the COUNTY. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY's Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the Development Order, the COUNTY's approved construction plans, and satisfaction of all COUNTY, State and Federal regulations.
- e. Reservations or Dedications for Public Purpose: All reservations ("Reservations") and dedications for public purposes ("Right[s]-of-Way") shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated November 23, 2004, and this Development Agreement.

f. Local Development Permits Needed: Prior to the construction of the Pipeline Projects, the DEVELOPER shall obtain any necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that the Project, as conditioned, permitted and proposed, is consistent with the Pasco County Comprehensive Plan and to the extent not vested will be subject to the Pasco County Land Development Code.

h. Requirements Necessary for the Public Health, Safety and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens are identified and included within the MPUD zoning conditions, Development Order conditions and this Development Agreement.

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

j. Zoning and Comprehensive Plan Issues: The Pasco County Comprehensive Plan Future Land Use Map classification for the Project is RES-3 (Residential – 3 du/ga). On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 04-D2 to amend the classification on the Future Land Use Map for the Project from RES-3 (Residential – 3 du/ga) to ROR (Retail/Office/Residential) and CON (Conservation). Zoning for the Project is A-C Agricultural. On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 6288 to rezone the Project from A-C to MPUD. The MPUD Master Planned Unit Development zoning of the Project is consistent with the amended land use designations for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS:

a. Proportionate Share Amount. The DEVELOPER agrees to construct Pipeline Improvements as mitigation for the Cypress Creek Town Center DRI Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER's proportionate share contribution for those improvement projects listed in Exhibit B (Required Phase 1 Improvements) attached hereto, is Twenty Two Million, Nine Hundred and Ninety Two Thousand and Ninety Four and 00/100 Dollars (\$22,992,094) (the "Proportionate Share").

b. Identification of Pipeline Projects. The DEVELOPER has elected to design, permit, construct and acquire right-of-way (where necessary) for two pipeline projects to fully mitigate the transportation impacts of Phase 1 of the Project. The two pipeline projects are the extension of C.R. 54, which is estimated to cost at least six million dollars (\$6,000,000.00) in 2004 dollars, and the widening of S.R. 54/56, which is estimated to cost twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) in 2004 dollars. The DEVELOPER's and COUNTY's respective obligations for the two pipeline projects are set forth below. The two pipeline projects are collectively referred to in this Agreement as "the Pipeline Projects"

(1) C.R. 54 Extension Pipeline Project. The first pipeline project is the design, permitting, construction and right-of-way acquisition (where necessary) for a new extension of CR 54 from the intersection of SR 56, SR 54 and C.R. 54 south to County Line Road, including (i) the construction of a 2-lane bridge over Cypress Creek, (ii)

additional intersection improvements which are depicted on Exhibit D attached hereto and incorporated herein, and (iii) all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the pipeline project (the "Roadway Appurtenances") (collectively referred to herein as "the CR 54 Extension Pipeline Project"). The CR 54 Extension Pipeline Project will serve as the last link of a County roadway connecting SR 52 to County Line Road through Old Pasco Road and CR 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit B), as well as improving the capacity of other north-south roadways near the Project such as CR 581, Collier Parkway, Livingston Road and Cypress Creek Road. The DEVELOPER shall (1) design, permit, construct and donate right-of-way for Segment #1 and Segment #2 of the CR 54 Extension Pipeline Project (described below), regardless of cost and at no cost to the COUNTY. In addition, the DEVELOPER shall (a) design, permit, construct and acquire right-of-way (where necessary) for Segment #3 of the CR 54 Extension Pipeline Project (described below), regardless of cost and at no cost to the COUNTY or (b) make a payment to the COUNTY in the amount of six million dollars (\$6,000,000.00), plus three (3%) percent interest compounded annually from the effective date of this Development Agreement to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for Segment #3 of the CR 54 Extension Pipeline Project. The timing for making the election for Segment #3, and the required timeline and specifications for each segment of the CR 54 Extension Pipeline Project are set forth below.

(a) C.R. 54 Extension Segment #1--The first 1,000 feet of the CR 54 Extension Pipeline Project south of the CR 54/SR 54/SR 56 intersection, or to the first Project entrance, whichever is greater, shall be designed, permitted and constructed by the DEVELOPER as a 4 lane divided urban section, including all Roadway Appurtenances necessary for a 4 lane divided urban roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #1"). The design and permitting for Segment #1 shall be completed prior to or concurrent with the first construction plan approval for buildings within the Project south of S.R. 54/56, and the construction of Segment #1 shall be completed prior to issuance of the first Certificate of Occupancy for any building within the Project south of S.R. 54/56. The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for Segment #1 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #1 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and construction expenses incurred by the DEVELOPER for Segment #1 are not eligible for transportation impact fee credits or COUNTY reimbursement and are not eligible for credit against the Segment #3 Payment (defined below). In addition, the Segment #3 Payment shall not relieve the DEVELOPER of its Segment #1 obligations as set forth in this subsection.

(b) C.R. 54 Extension Segment #2--The segment of the CR 54 Extension south of Segment #1 and north of the entrance to the bridge over Cypress Creek shall be designed, permitted and constructed by the DEVELOPER as a 2 lane undivided rural section (offset), including all Roadway Appurtenances necessary for a 4 lane divided rural roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #2"). The design and permitting of Segment #2 shall be completed prior to or concurrent with the first

construction plan approval for buildings within the Project south of S.R. 54/56, and construction of Segment #2 shall be completed as necessary to serve development of the Project south of Segment #1, or within six (6) months of COUNTY construction plan approval for Segment #3 (as set forth below), whichever occurs first. The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for Segment #2 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #2 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and construction expenses incurred by the DEVELOPER for Segment #2 are not eligible for transportation impact fee credits or COUNTY reimbursement and are not eligible for credit against the Segment #3 Payment (defined below). In addition, the Segment #3 Payment shall not relieve the DEVELOPER of its Segment #2 obligations as set forth in this subsection.

(c) C.R. 54 Extension Segment #3--The segment of the CR 54 Extension Pipeline Project south of Segment #2 to County Line Road shall be designed, permitted and constructed by the DEVELOPER as a 2 lane undivided rural section (offset), including all Roadway Appurtenances necessary for a 2 lane undivided rural roadway and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #3"). The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for any portion of Segment #3 lying within the Project prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56, and shall acquire eighty feet (80') of right-of-way for any portion of Segment #3 lying outside the Project consistent with Section 5.j. of this Agreement. Prior to construction plan approval of the first one million (1,000,000) square feet of vertical development south of S.R. 54/56, or prior to construction plan approval for Segment #3, whichever occurs first, the DEVELOPER shall elect to (a) design, permit, construct and acquire right-of-way (where necessary) for Segment #3, regardless of cost and at no cost to the COUNTY ("Segment #3 Construction Option") or (b) make a payment to the COUNTY in the amount of six million dollars (\$6,000,000.00), plus three (3%) percent interest compounded annually from the effective date of this Development Agreement to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for Segment #3 ("Segment #3 Payment Option" or "Segment #3 Payment"). The DEVELOPER shall make such election by written notice to the COUNTY. If the DEVELOPER elects the Segment #3 Construction Option, the DEVELOPER shall post the letter of credit required by Section 9 of this Agreement, and shall complete design, permitting, right-of-way acquisition, and construction of Segment #3 (including acceptance of Segment #3 by the COUNTY) no later than twenty-four (24) months after the date the letter of credit for Segment #3 is accepted by the Board of County Commissioners. If the DEVELOPER elects the Segment #3 Payment Option, the required payment shall be made to the COUNTY prior to construction plan approval of the first one million (1,000,000) square feet of vertical development south of S.R. 54/56. Selection of the Segment #3 Payment Option shall relieve the DEVELOPER of its right-of-way acquisition obligations outside the Project for Segment #3, but shall not relieve the DEVELOPER of its right-of-way donation obligations for Segment #3 within the Project. The COUNTY may utilize the Segment #3 Payment to design, permit, acquire right-of-way for, or construct Segment #3, for intersection or roadway improvements on roads parallel to the C.R. 54 Extension Pipeline Project, and/or for those improvement projects listed in Exhibit B. If the COUNTY utilizes the Segment #3 Payment to design, permit, acquire right-of-way for, or construct Segment #3, the COUNTY shall credit or reimburse the DEVELOPER for COUNTY-approved design, permitting, right-of-

way acquisition and construction expenses for Segment #3, provided that the DEVELOPER provides or conveys any work product associated with such expenses to the COUNTY. COUNTY credit or reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations (except for CIP limitations or Impact Fee Ordinance limitations), as requests for transportation impact fee credits as set forth in Section 8 of this Agreement. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #3 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donation/acquisition, and construction expenses incurred by the DEVELOPER for Segment #3 and/or the Segment #3 Payment are not eligible for transportation impact fee credits or COUNTY reimbursement, except for the credit or reimbursement of the Segment #3 Payment set forth in this paragraph.

(d) In the event that the DEVELOPER's final approved design plans for the CR 54 Extension Pipeline Project vary from the right-of-way dedicated by the DEVELOPER pursuant to the requirements set forth above, then the DEVELOPER shall convey such additional right-of-way as is necessary to be consistent with its final design plans and the COUNTY shall re-convey any portion of the dedicated right-of-way which is no longer consistent with the final design plans, provided that the final right-of-way donated by the DEVELOPER within the Project shall in all events remain not less than 142' wide.

(e) SR 54/56 Pipeline Project--The second pipeline project is the widening of SR 56 and SR 54 from a 4-lane divided arterial to a 6-lane divided arterial from the western I-75 ramps west to the existing 6-lane section approximately six tenths (.6) miles east of US 41, including the S.R. 54 and S.R. 56 Pipeline Project intersection improvements which are depicted on Exhibit D attached hereto and incorporated herein, and all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and permitting agencies to be necessary during the design and permitting of the pipeline project (the "Roadway Appurtenances") (collectively referred to herein as "the SR 54/56 Pipeline Project"). The estimated cost of the SR 54/56 Pipeline Project is twenty one million one hundred fifty two thousand ninety eight dollars (\$21,152,498.00). The DEVELOPER shall design, permit, construct and acquire right-of-way (where necessary) for the SR 54/56 Pipeline Project, regardless of cost. However, the COUNTY agrees to reimburse the DEVELOPER for (1) all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the SR 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all COUNTY-approved design, permitting, construction, and right-of-way acquisition expenses for the SR 54/56 Pipeline Project between twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty eight and six tenths (48.6%) percent of all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the SR 54/56 Pipeline Project in excess of twenty three million five hundred sixty four thousand dollars (\$23,564,000.00). COUNTY reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact fee credits as set forth in Section 8 of this Agreement. COUNTY-approved design, permitting, right-of-way acquisition and construction expenses for the SR 54/56 Pipeline Project that are not reimbursed

by the COUNTY pursuant to this paragraph are eligible for transportation impact fee credits in accordance with the procedures and limitations set forth in Section 8 of this Agreement.

The DEVELOPER shall commence design and permitting of the S.R. 54/56 Pipeline Project within six (6) months of the effective date of this Development Agreement. Within thirty (30) days of such time as the 60% design plans have been approved for the S.R. 54/56 Pipeline Project, the DEVELOPER shall begin acquisition of any needed right-of-way for the S.R. 54/56 Pipeline Project in accordance with Section 5.j. of this Agreement. Construction of the S.R. 54/56 Pipeline Project shall be complete and accepted by FDOT on or before December 31, 2008.

5. PIPELINE PROJECTS DESIGN, PERMITTING AND RIGHT OF WAY ACQUISITION.

a. Design, Permitting and Right of Way Acquisition: The DEVELOPER shall design, permit and acquire necessary right-of-way for the Pipeline Project in accordance with the terms of this Agreement. The Pipeline Projects shall be designed consistent with the design criteria of the Florida Department of Transportation (FDOT). If required by FDOT, the design of the S.R.54/56 Pipeline Project will include a reevaluation of the existing Preliminary Design and Engineering (PD&E) Study for S.R. 54/56 and/or a State Environmental Impact Report (SEIR). The construction contractors used by the DEVELOPER to complete the S.R. 54/56 Pipeline Project shall be satisfactory to FDOT.

b. Design and Construction Requirements: All design, permitting, and construction for the Pipeline Projects shall be in accordance with the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes and the COUNTY, and construction plans shall comply with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities. Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the Pipeline Projects' routes, shall be owned, operated and maintained by FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. If the Pipeline Projects' drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the Pipeline Projects' route, all such drainage facilities shall remain owned by the underlying land owner (including the DEVELOPER where applicable), and operation and maintenance of same shall be the responsibility of the respective underlying land owner. The underlying land owner shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing drainage facilities serving the Pipeline Projects, including those facilities that are commingled or combined, so that FDOT or the COUNTY has the ability to maintain the facilities associated with the Pipeline Projects in the event the DEVELOPER or other respective underlying land owners default on its (or their) obligation to maintain the facilities.

d. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the Pipeline Projects are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as

applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the Pipeline Projects are commingled/combined with wetland and flood plain mitigation areas of the Project or any other facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by the underlying land owner (including the DEVELOPER, where applicable). Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and flood plain mitigation areas associated with the Pipeline Projects which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Pipeline Projects, including those areas that are commingled or combined, so FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

e. COUNTY/FDOT Review and Approval of Design: For the S.R. 54/56 Pipeline Project, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans, or as otherwise may be approved in writing by FDOT, to FDOT for review and approval, and to the COUNTY for review and approval for consistency with the terms and conditions of this Agreement. For the C.R. 54 Extension Pipeline Project, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans, or as otherwise may be approved in writing by the COUNTY, for the C.R. 54 Extension Pipeline Project to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Projects from FDOT or the COUNTY, as applicable, prior to commencement of any bidding of the Pipeline Projects. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify DEVELOPER if not complete and correct within five (5) business days of receipt of the submission by DEVELOPER. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for each Pipeline Project (or sooner if required by other sections of this Agreement) an estimate of the cost of constructing the Pipeline Project, including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimate"). All plans, once accepted and approved for construction by FDOT or the COUNTY, as applicable, shall become the property of the FDOT or the COUNTY.

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

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

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER, or engineers or contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, or engineers or contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or

share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities' infrastructure in conflict with the Pipeline Projects. Relocation of any utilities infrastructure which is in conflict with the Pipeline Projects shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The COUNTY agrees upon request of DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes, in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits.

j. Right-Of-Way Acquisition:

(1) DEVELOPER shall be responsible within the time frames set forth in this Agreement for right-of-way acquisitions or donations necessary for the construction of the Pipeline Projects which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site storm water drainage facilities, off-site stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Pipeline Projects which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) If necessary, efforts will be made by the COUNTY and the DEVELOPER to have FDOT enter into a Joint Participation Agreement, Letter of Understanding (LOU) or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any right-of-way required for the S.R. 54/56 Pipeline Project. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate, to the extent permitted by FDOT, in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by DEVELOPER for the Resolution of Necessity, COUNTY's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. DEVELOPER, not later than the time when sixty percent (60%) design plans are submitted, shall identify all real estate parcels required for the Pipeline Projects and identify the appropriate interests in real estate for right-of-way acquisition and furnish same to COUNTY. COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If COUNTY disapproves the submittal, it shall provide comments to DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared

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

6. PIPELINE PROJECTS CONSTRUCTION: The DEVELOPER shall commence construction of the Pipeline Projects in accordance with this Agreement, unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the Pipeline Projects in accordance with the final alignment, design, specification, and construction plans as approved by FDOT, the COUNTY and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER's ability in its sole discretion, to accelerate the schedule for construction of any portion of the Pipeline Projects.

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the Pipeline Projects to an appropriately licensed contractor. The S.R. 54/56 Pipeline Project contractor must be certified by FDOT. The term "competitively award;" as used in this Agreement, means to award said contract based on the submission of sealed bids, in accordance with the procedures set forth herein; however FDOT participation in the procedures outlined here shall be required only for the S.R. 54/56 Pipeline Project. The failure of the DEVELOPER to comply substantially and in good faith with any provisions of this section may result in the rejection by the COUNTY of any request for impact fee credits related to work which was not competitively bid. Prior to initiating the competitive award process, the DEVELOPER shall provide to the Purchasing Director of the COUNTY and FDOT the bid package, which shall include final and complete design plans, technical specifications, general and special conditions, contracts, required portions of this Agreement and all such other project documents and materials the inclusion of which in the bid package may be deemed necessary or advisable by the DEVELOPER or the COUNTY or FDOT. The COUNTY and FDOT shall have fifteen (15) business days to review the documents and materials submitted by the DEVELOPER and provide the DEVELOPER with its comments. Consistent with the COUNTY's and FDOT's comments, the DEVELOPER shall finalize the bid package, outlining the nature and scope of the project, shall provide COUNTY and FDOT with a copy of the final bid package, and shall proceed to solicit competitive bids from qualified contractors, following the process set forth below. DEVELOPER shall advertise the bid one (1) day per week for two (2) consecutive weeks in the legal section of a newspaper of general circulation in the COUNTY. DEVELOPER shall request a vendor database list from FDOT and the COUNTY and shall send bid solicitations to each vendor on the appropriate list no later than when the first advertisement appears. The DEVELOPER shall immediately provide the COUNTY and FDOT with any and all correspondence, addenda, and amendments to the bid package, but in no event, later than the closing date for the submission of bids. The closing date for the submission of bids shall be no less than thirty (30) days after the first advertisement. The DEVELOPER is exclusively responsible for fulfilling requests for documentation and responding to questions of bidders. If the DEVELOPER elects to conduct any pre-bid meetings in connection with the project, the

details of this election shall be specified in the bid package, and the Purchasing Director, or his designee, and any designated FDOT staff shall be afforded an opportunity to attend any such pre-bid meetings with reasonable notice. All competitive bids shall be sealed and delivered to the DEVELOPER on or before the time specified in the request or invitation issued by the DEVELOPER, and said bids shall be opened by the DEVELOPER at the specified location in the bid documents in the presence of the Purchasing Director, or his designee, and any designated FDOT staff, who shall be afforded reasonable notice and an opportunity to review and comment on the bids. After the opening, the Purchasing Director, or his designee, and any designated FDOT staff, shall immediately receive an unofficial bid tabulation from DEVELOPER. Within twenty-four (24) hours of the bid opening, the COUNTY and FDOT shall receive from DEVELOPER full copies of all bids and an official bid tabulation.

The DEVELOPER shall evaluate the bids to ascertain the identity of the lowest responsive and responsible bidder. DEVELOPER shall notify in writing the Purchasing Director of the COUNTY and FDOT as to the identity of the lowest responsive, responsible bidder and shall provide COUNTY and FDOT with the proposed contract, which shall be consistent with the approved bid package and the lowest responsive, responsible bid. The DEVELOPER will award the Pipeline Project contracts to the lowest responsive responsible bidder approved by FDOT and the COUNTY. If DEVELOPER determines that any or all bids should be rejected for any material reason, the above notification shall also identify each defective bid and the basis for the determination as to rejection, including a general determination that all bids should be rejected and the Improvement should be re-bid. In the event that all bidders are rejected as non-responsive and/or non-responsible, the Pipeline Project may be re-bid following the procedures described herein. COUNTY and FDOT shall have ten (10) business days to review, comment, and provide a statement of reasonable objections or no objection. If COUNTY or FDOT objects, COUNTY and FDOT reserve the right to require DEVELOPER to award the next available, lowest, responsive, responsible bidder, or require that all bids be rejected and a re-bid performed. Upon COUNTY's and FDOT's statement of no objection, DEVELOPER may proceed to award to that party the contract for the Pipeline Project, and shall execute a formal written Agreement containing the specific terms and conditions of construction, as set forth in the bid package, and in the format previously accepted by the COUNTY and FDOT, providing two (2) copies of the final executed Agreement to the Purchasing Director of the COUNTY and FDOT. The DEVELOPER shall promptly furnish to the COUNTY and FDOT two (2) copies of any amendments, supplements to the Agreement, or change orders thereafter executed. In addition to the foregoing, DEVELOPER shall comply with any applicable FDOT or State law competitive bidding requirements for the S.R. 54/56 Pipeline Project. In the event of a conflict between the foregoing requirements and applicable FDOT or State law competitive bidding requirements for the S.R. 54/56 Pipeline Project, the FDOT requirements shall govern.

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

c. COUNTY and FDOT Observation: The COUNTY's and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Pipeline Projects and shall at all times have access to the work being performed pursuant to this Agreement for the COUNTY's and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or

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

d. Right-of-Way: Prior to FDOT's or the COUNTY's acceptance of the Pipeline Projects, as applicable, the DEVELOPER shall meet the applicable requirements of FDOT and/or the COUNTY and cause all right-of-way, including right-of-way for drainage facilities, wetland and flood plain mitigation, as appropriate, to be conveyed to the FDOT or the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

e. Construction Requirements: During the construction phase of the Pipeline Projects, the DEVELOPER and/or its construction contractor(s) shall:

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

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

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

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

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

(6) Provide a certification from a professional engineer registered in the State of Florida, which shall certify that all design, permit, and construction for the Pipeline Projects are in substantial conformance with the standards established by FDOT pursuant to Section 336.045, Florida Statutes, and by the COUNTY. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT and the COUNTY.

(7) Provide to FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the Pipeline Projects, and such information shall become the property of FDOT and the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with AutoCadd. All plans submitted to FDOT shall include reproducible mylars and electronic files compatible with MicroStation and GeoPack.

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

7. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE: The DEVELOPER's Proportionate Share for Phase 1 of the Project shall be satisfied by construction of the Pipeline Projects in accordance with this Development Agreement.

8. TRANSPORTATION IMPACT FEES AND CREDITS:

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed transportation impact fees in accordance with the COUNTY's adopted Transportation Impact Fee Ordinance, as amended (the "Impact Fee Ordinance") and this Agreement. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the S.R. 54/56 Pipeline Project for reimbursement or impact fee credit to the DEVELOPER, or to another entity or entities (e.g. Community Development District) to the extent that such entity finances or otherwise pays for or contributes to the S.R. 54/56 Pipeline Project, as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity"). Once the DEVELOPER has posted the performance guarantee for the S.R. 54/56 Pipeline Project referenced in this Agreement, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the S.R. 54/56 Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with this Agreement and the Impact Fee Ordinance. The DEVELOPER and Credit Receiving Entity shall not be entitled to any interest on the account. Impact fees paid for the Project shall not be held for the S.R. 54/56 Pipeline Project beyond seven (7) years after payment, and can thereafter be spent anywhere as desired by the COUNTY in accordance with the Impact Fee Ordinance. In addition, the time limits of the encumbrance and expenditure of these funds, as provided in the Impact Fee Ordinance, shall be waived by the DEVELOPER, and by its successors and assigns. The DEVELOPER and Project shall pay transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit.

The Credit Receiving Entity shall be eligible for transportation impact fee credits for actual reasonable design, engineering, inspection, permitting, right-of-way acquisition and construction costs for the S.R. 54/56 Pipeline Project, as determined by the County Administrator or his designee consistent with the Impact Fee Ordinance and this Agreement, and not to be provided until the year adequate funds have been allocated for credits or reimbursements for the S.R. 54/56 Pipeline Project in the COUNTY's adopted Capital Improvement Plan (CIP). The COUNTY's present allocation of CIP funds/credits for the S.R. 54/56 Pipeline Project is eight million five hundred thousand dollars (\$8,500,000.00) in fiscal year 2006; four million two hundred fifty thousand dollars (\$4,250,000.00) in fiscal year 2007; and four million two hundred fifty thousand dollars (\$4,250,000.00) in fiscal year 2008; however, the COUNTY agrees to modify the CIP to ensure the Credit Receiving Entity receives the credits or reimbursements required by this Agreement within one (1) year of the Credit Receiving Entity submitting any eligible requests or invoices for credit or reimbursement.

To receive impact fee credit or reimbursement, all requests and invoices for the S.R. 54/56 Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by FDOT of the S.R. 54/56 Pipeline Project, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. All requests and invoices for credits or reimbursements shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credit

or reimbursements shall be issued to the Credit Receiving Entity. Should there be any amounts denied for reimbursement or credit, the Developer may appeal such decision in a manner consistent with the Impact Fee Ordinance.

Notwithstanding the foregoing, DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for: (1) any right-of-way dedication/acquisition, design, permitting, or construction costs for the C.R. 54 Extension Pipeline Project (except for credits or reimbursements relating to the Segment #3 Payment allowed pursuant to paragraph 4.b.(1)(c) of this Agreement); (2) the Segment #3 Payment; (3) Construction Engineering and Inspection ("CEI") expenses in excess of ten percent (10%) of the total S.R. 54/56 Pipeline Project cost; and (4) S.R. 54/56 Pipeline Project costs not specifically set forth in this Agreement (e.g. financing, insurance and bonding expenses). In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee, Proportionate Share, or Segment #3 Payment credit or reimbursement for impact fees paid prior to the execution of this Agreement, and the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this Agreement.

(2) Project Improvements – Project access improvements, including but not limited to necessary acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping and signalization (if warranted pursuant to the Manual on *Uniform Traffic Control Devices* and approved by the regulating agencies), may be included in the design, permitting, right of way acquisition and construction of the Pipeline Projects, and are the responsibility of the DEVELOPER, but are not eligible for impact fee credits. Notwithstanding the foregoing, those intersection improvements, or portions thereof, identified on Exhibit D as part of the S.R. 54/56 Pipeline Project are eligible for impact fee credits or reimbursements, subject to the limitations set forth above. Those access or intersection improvements, or portions thereof, that are designated on Exhibit D as site related, site specific, non-creditable, or existing lane improvements are not eligible for impact fee credits or reimbursements (except for credits or reimbursements relating to the Segment #3 Payment allowed pursuant to paragraph 4.b.(1)(c) of this Agreement). Where only a portion of an intersection or access improvement is eligible for impact fee credits, the DEVELOPER or Credit Receiving Entity shall separately account for the costs of the creditable and non-creditable portions of the improvements, and all requests for credits or reimbursements shall itemize the creditable and non-creditable costs for all intersection/access improvements included in the request.

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

(4) Wetland and Floodplain Mitigation – If wetland and floodplain mitigation areas needed for the Pipeline Projects are commingled with offsite Project-related or other landowner related wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner related mitigation are not eligible for impact fee credits.

(5) Transfer of Credits - Impact fee credits pursuant to this Agreement may be transferred in accordance with the Impact Fee Ordinance.

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

9. **PERFORMANCE GUARANTEES BY DEVELOPER:**

a. **General:** For the S.R. 54/56 Pipeline Project, the letter of credit as specified in paragraph b. below shall be posted in favor of, and provided to the COUNTY, prior to construction plan approval of the first 250,000 square feet of vertical development within the Project, or prior to issuance of permits as required for the construction of the S.R. 54/56 Pipeline Project, whichever is earlier. For the C.R. 54 Extension Pipeline Project, the letter of credit as specified in paragraph b. below shall be posted in favor of, and provided to the COUNTY prior to construction plan approval of the first 1,000,000 square feet of vertical development south of S.R. 54/56 (unless the DEVELOPER elects the Segment #3 Payment Option), or prior to issuance of permits as required for the construction of segment #3 of the C.R. 54 Extension Pipeline Project, whichever is earlier. The letters of credit shall be acceptable to and approved by the COUNTY to guarantee performance of the Pipeline Projects and all terms and conditions of this Agreement. Failure to post, revise, update, and keep effective the required letters of credit shall be considered a default of this Agreement, entitling the COUNTY to suspend any impact fee credits or reimbursements due pursuant to Section 8 above and/or stop the issuance of building permits. The letters of credit shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of Best's Key Rating Guide. Two (2) separate letters of credit shall be posted as follows:

b. **Pipeline Projects:** DEVELOPER shall post initial letters of credit in the amount of (1) 125% of the COUNTY approved Cost Estimate to complete design, permitting, right-of-way acquisition and construction of Segment #3 of the C.R. 54 Extension Pipeline Project, and (2) 125% of \$16,992,094.00, less all County-approved expenses for the S.R. 54/56 Pipeline Project as of the date the letter of credit is required (subject to the limitations set forth in Section 8. of this Agreement), to guarantee performance of such projects and all terms and conditions of this Agreement. Within 30 days after the applicable deadline for completion of construction plans for the C.R. 54 Extension Pipeline Project, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for such project. Upon approval by the COUNTY, DEVELOPER shall immediately provide the COUNTY with a revised performance guarantee for the C.R. 54 Extension Pipeline Project in the minimum amount equal to 125% of the updated COUNTY-approved Cost Estimate. On each renewal date of the letters of credit, the letters of credit may be reduced provided an updated Cost Estimate for the remainder of the applicable Pipeline Project is provided to and approved by the COUNTY and provided that the letters of credit are not reduced below 125% of the COUNTY-approved Cost Estimates for the remainder.

c. **Maintenance Guarantee:** Upon completion of the Pipeline Projects and final acceptance by the COUNTY and/or FDOT, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY and/or FDOT. The performance guarantees for the Pipeline Projects may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to fifteen percent (15%) of the applicable Construction Contract amount, or the DEVELOPER or its Contractor may post separate maintenance bonds acceptable to the COUNTY to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the improvements and final inspection by the

COUNTY and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc. and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

10. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall defend, hold harmless, and indemnify the COUNTY and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER's negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of the Pipeline Projects, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from the COUNTY or FDOT review referenced in paragraphs 5.e., 5.h., and 6.c. of this Agreement. The DEVELOPER's obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY's or FDOT'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 11.g. The DEVELOPER's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER's inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY or FDOT solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT. The DEVELOPER shall also include for the Pipeline Projects this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

(a) During the life of this Agreement, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact

business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and which are satisfactory to the COUNTY and FDOT.

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

(c) All policies of insurance required by this Agreement shall require that the insurer deliver to the COUNTY and FDOT and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY, FDOT and the DEVELOPER, addressed to the parties as described in Paragraph 11.g. below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

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

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

(1) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this Agreement, other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the COUNTY; the COUNTY Engineer; FDOT, and each of their elected officers, employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

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

(i) Workers' Compensation: Florida statutory requirements.

(ii) Employer's Liability: \$1,000,000.00 each accident.

(iii) The DEVELOPER shall require the engineers and/or contractor and

contractor's insurance companies to waive its rights of subrogation against the COUNTY and FDOT and their agents and employees.

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

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

Products—completed operations aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).

Bodily injury, including death (each person): One Million and 00/100 Dollars (\$1,000,000.00).

Bodily injury, including death (each occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).

Property damage (each occurrence): One Million and 00/100 Dollars (\$1,000,000.00).

Personal and advertising injury (each occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

Fire damage (any one [1] fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

Bodily injury and personal injury including death: One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.

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

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

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

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

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

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

11. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Pipeline Projects, unless extended pursuant to this Agreement, then it shall be considered a default of this Agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Section 9 for the Pipeline Projects (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY's rights to enforce the balance of the guarantees, if required). Upon said default, the issuance of building permits, plats and other development approvals shall cease until the Pipeline Projects have been recommenced to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an

automatic extension of the time periods set forth in this Agreement for the Pipeline Projects for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY's review and/or approval.

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

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

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

(1) The DEVELOPER shall cause all provisions of this Agreement in its entirety to be included and made a part of any contract for the Pipeline Projects.

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

f. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the Pipeline Projects has been constructed in accordance with the standards promulgated by FDOT in Section 336.045, Florida Statutes; the COUNTY standards, the contract documents, and this Agreement.

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: John R. Sierra, Jr. Post Office Box 270603, Tampa, Florida 33688, with a copy to Biff Craine, Esquire, Bricklemyer Smoker & Bolves, P.A., 500 E. Kennedy Boulevard, Tampa, Florida 33602; and to Pasco County c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654, with a copy to David Goldstein, Assistant County Attorney, West Pasco Government Center, Suite

340, 7530 Little Road, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

i. Modification and Amendment. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. Changes to this Agreement which materially affect the requirements in subsection n. of the Development Order or which remove any condition required by Rule 9J-2.045, F.A.C. shall require an amendment to the Development Order through the NOPC process pursuant to Chapter 380 Florida Statutes. All other amendments to this Agreement shall not require an NOPC or Development Order amendment.

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

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

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

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

n. Severability: In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.

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

p. Cancellation: This Agreement may be canceled by mutual consent of the parties to the Agreement.

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

- r. **Strict Compliance with Laws:** The DEVELOPER agrees that acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
- s. **Nondiscrimination:** The DEVELOPER will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Pipeline Projects.
- t. **Signatories Authority:** By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.
- u. **Right-of-Way Use Permit:** The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.
- v. **Controlling Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in Pasco County, Florida.
- w. **Successors and Assigns:** The terms of this Agreement shall run with the land and be binding upon the DEVELOPER and owners and its successors and assigns. The DEVELOPER and owners may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The COUNTY, at its option, may assume any of the rights and obligations of FDOT set forth in this Agreement.
- x. **Force Majeure:** In the event the DEVELOPER's or COUNTY's performance of this Agreement is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts DEVELOPER's or COUNTY's performance of this Agreement as reasonably determined by other party. This paragraph shall not apply to force majeure events caused by DEVELOPER or under DEVELOPER's control, or caused by the COUNTY or under COUNTY's control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Pipeline Projects and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this Agreement.

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



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

Date: _____, 2004
APPROVED
NOV 23 2004

WITNESSES:

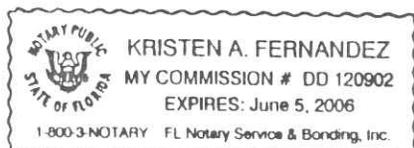
[Signature]
[Signature]

BY: [Signature]
TITLE: President
DATE: 12-1-04

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st Day of December 2004 (date), by John R. Sierra, Jr., President (name of officer or agent, title of officer or agent acknowledging) of _____, a _____ He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:



[Signature]
NOTARY

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

BY: [Signature]
ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in

Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4

of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT B

**TRANSPORTATION IMPACT SUMMARY AND PROPORTIONATE SHARE CALCULATION
(ATTACHMENT TO DEVELOPMENT ORDER AS EXHIBIT G)**

**EXHIBIT B
(ATTACHMENT TO DEVELOPMENT ORDER AS EXHIBIT G)**

**TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION**

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE				
Cypress Creek Town Center DRI				
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share
Phase 1 (2008)				
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996
S.R. 54/C.R. 577		n/a	19.2	n/a
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a
S.R. 56/I-75	EB Left	\$691,200	100.0	\$691,200
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4	\$6,400
Freeway Ramps				
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200
I-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
PHASE 1 TOTAL		\$4,322,200		\$2,408,668
Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road				

ROADWAY IMPROVEMENT PROPORTIONATE SHARE

Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	803,603
R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	3,382,166	919,949
R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	601,335
R. 54	Collier Parkway to Livingston - WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	1,360,793	687,745
R. 54	Livingston to Cypress Creek Run - EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,617,416
R. 54	Livingston to Cypress Creek Run - WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	2,690,760	1,411,842
R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	641,937
R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	1,067,937	822,204
R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	189	1,930	0.1031	2,133,181	219,931
R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413
R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	285	1,000	0.2950	5,287,689	1,559,868
R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224
R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374
R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010
R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283
R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634
R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309
R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198
R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁵	186	870	0.2138	3,547,704	758,489
R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁵	213	870	0.2448	3,547,704	858,478
75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759
75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637
75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	950,604
75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,681
75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1682	4,933,250	829,773
75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721
TOTAL PHASE 1										20,553,426

³ Future Service Volume Less Existing Service Volume

⁵ No Right-of-Way Required

See Per Mile Roadway Improvement Costs Worksheet Appended

Project Traffic Divided By Service Volume Increase

EXHIBIT C

POND 30 AND FLOODPLAIN MITIGATION AREA LEGAL DESCRIPTION

EXHIBIT C

Pond 30

A parcel of land being a portion of the Northeast 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a part of lands platted as Worthington Gardens, in flat Book 2, Page 57 of the Public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a 1/2" capped iron rod L.B. #2168 ; thence along the south line of the Northeast 1/4 of said Section 27, N.89°54'41"E., 445.43 feet; thence leaving said south line, N.50°32'39"E., 54.15 feet to a tangent curve concave southeast, having a radius of 2406.48 feet; thence northeasterly along said curve 947.25 feet, through a central angle of 22°33'12" (Chord Bearing N.61°49'15"E., 941.15 feet); thence S.16°11'10"E., 208.44 feet to the POINT OF BEGINNING; thence S.73°31'40"W., 115.30 feet; thence S.17°19'01"W., 97.62 feet to a Surveyed Wetland Jurisdictional Line; thence southerly along said Jurisdictional Line the following four (4) courses: 1) S.47°39'59"E., 84.88 feet; 2) S.32°06'10"E., 192.42 feet; 3) S.40°59'38"E., 193.14 feet; 4) S.40°59'41"E., 112.30 feet; thence N.62°29'55"E., 127.41 feet; thence N.16°11'43"W., 592.56 feet; thence S.73°31'40"W., 180.91 feet to the said POINT OF BEGINNING.

AND

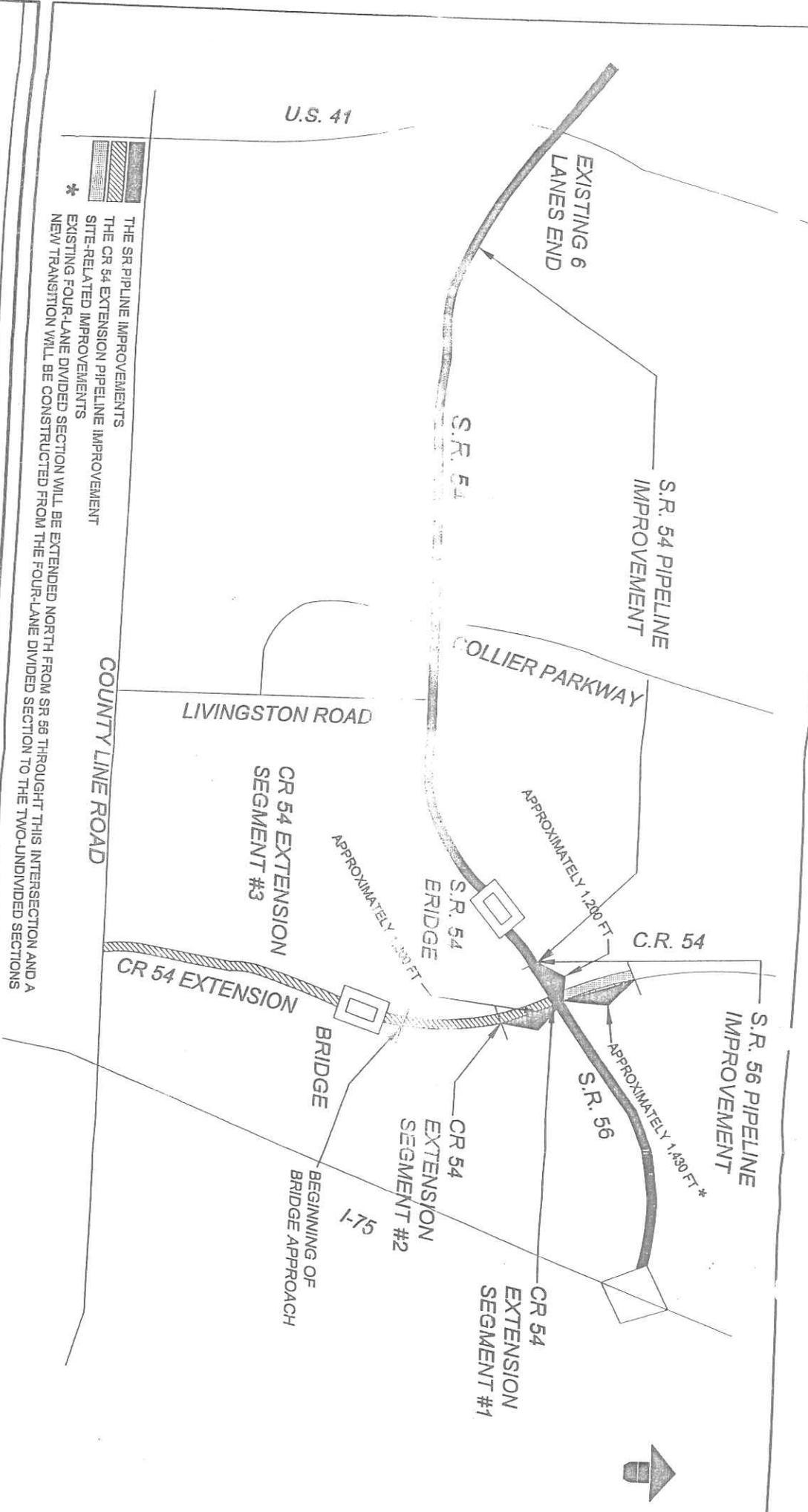
Flood Plain Mitigation Legal

A parcel of land being a portion of the Southwest 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a part of lands platted as Worthington Gardens, in Plat Book 2, Page 57 of the public Records of Pasco County, Florida, being more -particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a 1/2" capped iron rod L.B. #2168; thence along the south line of the Southwest 1/4 of said Section 27, N.89°47'17"W., 1340.09 feet to the Southwest corner of the East 1/2 of said Southwest 1/4 of Section 27; thence along the west line of said East 1/2 of the Southwest 1/4, N.00°41'22"E., 384.38 feet to the POINT OF BEGINNING; thence continue N.00°41'22"E., 796.10 feet; thence leaving said west line, N.50°32'39"E., 235.09 feet; thence S.41°22'00"E., 430.07 feet to a Surveyed Wetland Jurisdictional Line; thence Southwesterly along said Surveyed Wetland Jurisdictional Line the following five (5) courses: 1) S.41°59'25"W., 190.95 feet; 2) S38°55'08"W., 198.80 feet; 3) S.38°28'47"W., 105.45 feet; 4) S43°17'44"W., 98.99 feet; 5) S.27°28'38"W., 193.27 feet to the POINT OF BEGINNING.

EXHIBIT D

CYPRESS CREEK TOWN CENTER PROJECT AND INTERSECTION IMPROVEMENTS



U.S. 41

EXISTING 6 LANES END

S.R. 54 PIPELINE IMPROVEMENT

COLLIER PARKWAY

LIVINGSTON ROAD

COUNTY LINE ROAD

CR 54 EXTENSION SEGMENT #3

CR 54 EXTENSION

BRIDGE

BEGINNING OF BRIDGE APPROACH

1-75

CR 54 EXTENSION SEGMENT #2

CR 54 EXTENSION SEGMENT #1

S.R. 56 PIPELINE IMPROVEMENT

S.R. 56

C.R. 54

S.R. 54 BRIDGE

THE SR PIPELINE IMPROVEMENTS
 THE CR 54 EXTENSION PIPELINE IMPROVEMENT
 SITE-RELATED IMPROVEMENTS
 EXISTING FOUR-LANE DIVIDED SECTION WILL BE EXTENDED NORTH FROM SR 86 THROUGH THIS INTERSECTION AND A
 NEW TRANSITION WILL BE CONSTRUCTED FROM THE FOUR-LANE DIVIDED SECTION TO THE TWO-LANED DIVIDED SECTIONS

Wilson Miller

Planners • Engineers • Surveyors • Landscape Architects • Transportation Consultants
 Wilson Miller, Inc.
 101 Oakwood Drive, Suite 400, Raleigh, North Carolina 27601
 Phone: (919) 876-1100 • Fax: (919) 876-1101 • Website: www.wilsonmiller.com

CLIENT

PROJECT

DATE

HORIZONTAL SCALE

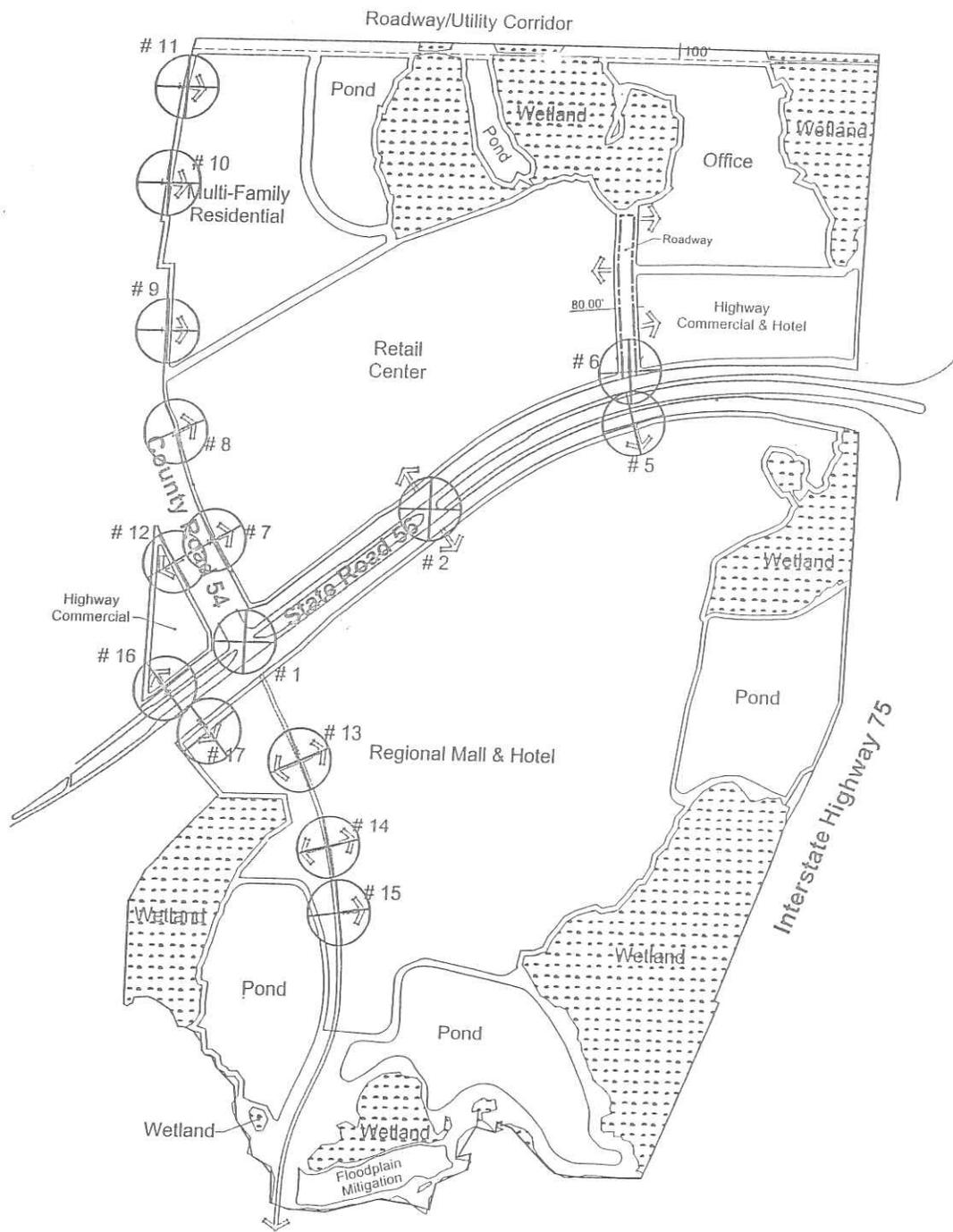
VERTICAL SCALE

TITLE

MAP 3 ROADWAY LINK IMPROVEMENTS

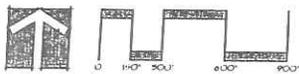
SHEET NUMBER

OF



Legend

-  Wetlands
-  Intersection



**MAP 1
ON-SITE
INTERSECTION
LOCATIONS**

**CYPRESS CREEK
TOWN CENTER**
Pasco County, Florida

WilsonMiller, Inc.
Project Coordination, Planning
and Transportation

Biological Research
Associates, Ltd.
Environmental

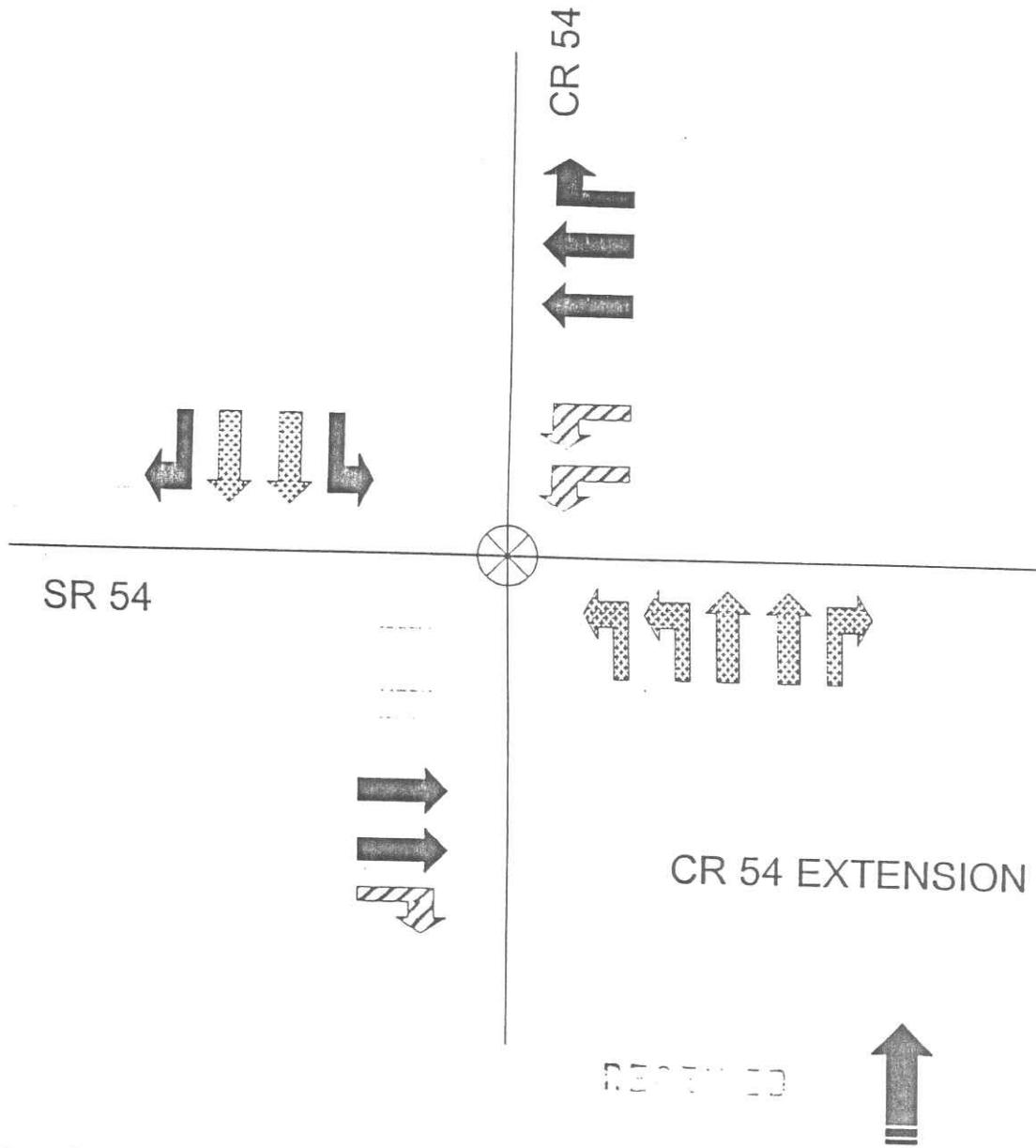
Burcaw & Associates, Inc.
Stormwater

Brickleymer, Smolker
& Bolves, P.A.
Legal Counsel

OCTOBER 2004

INTERSECTION #1

(SEE MAP 1)



- EXISTING LANE GEOMETRY
- EXISTING TRAFFIC SIGNAL
- PIPELINE IMPROVEMENTS
- PIPELINE IMPROVEMENTS ONLY UPON COMPLETION OF CR 54 EXTENSION; SITE SPECIFIC IF CR54 EXTENSION NOT COMPLETED
- PART OF CR 54 EXTENSION; NO IMPACT FEE CREDITS

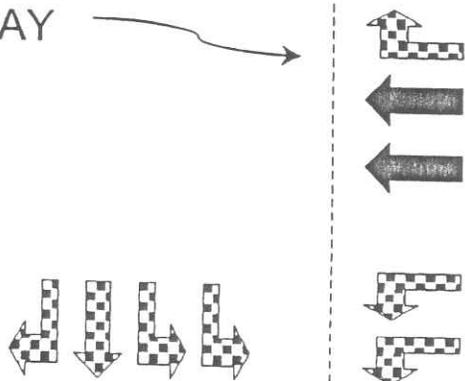
Wilson Miller

1101 Channelside Drive Suite 400 Tampa, FL
33602 813.223.9500

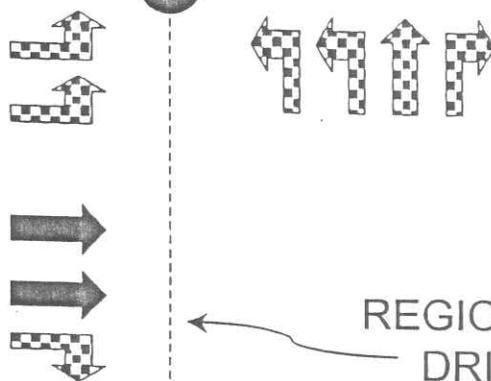
INTERSECTION #2

(SEE MAP 1)

RETAIL CENTER
DRIVEWAY



SR 56



REGIONAL MALL
DRIVEWAY



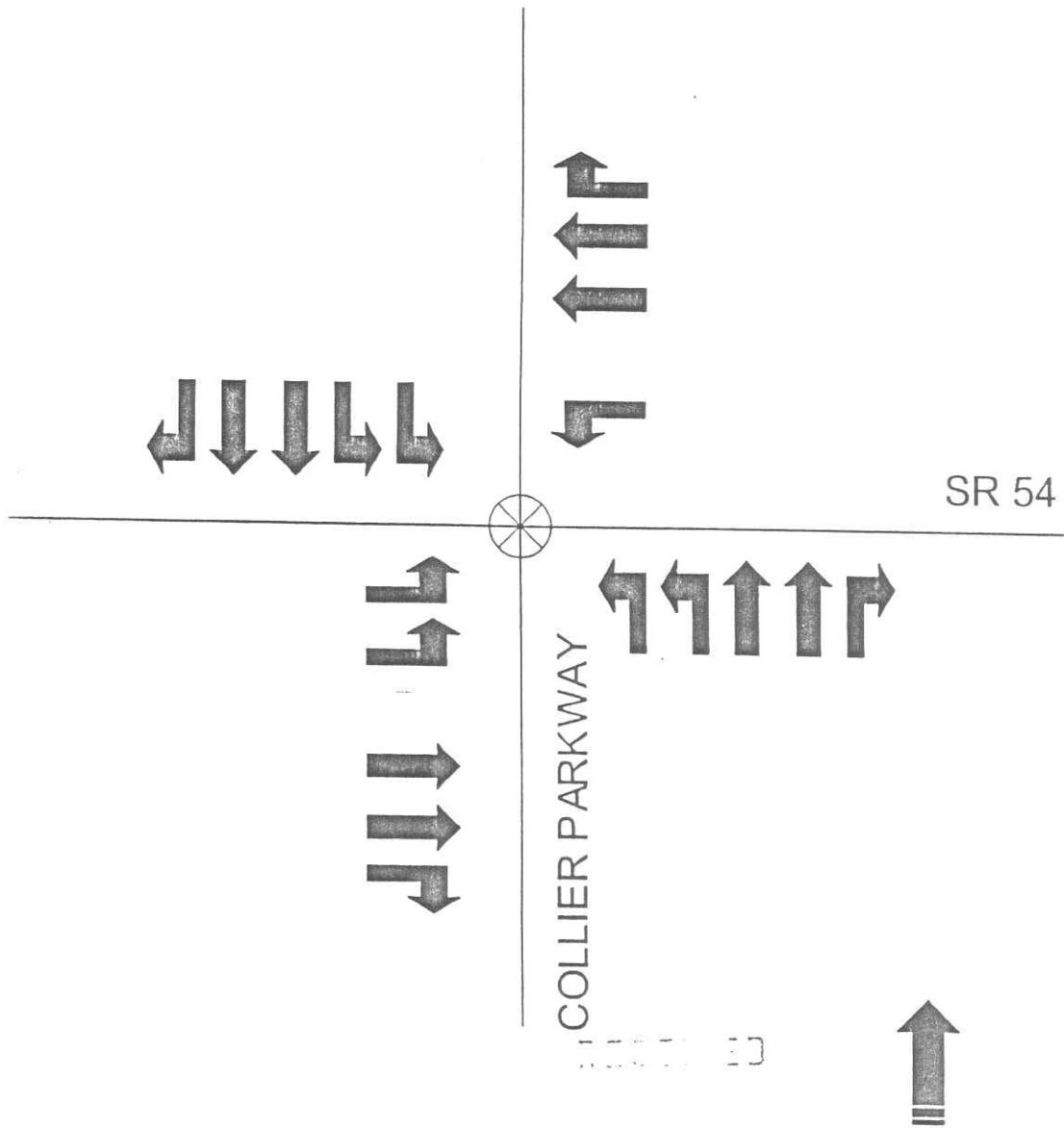
-  EXISTING LANE GEOMETRY
-  FUTURE SITE RELATED TRAFFIC SIGNAL
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

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INTERSECTION #3

(SEE MAP 2)



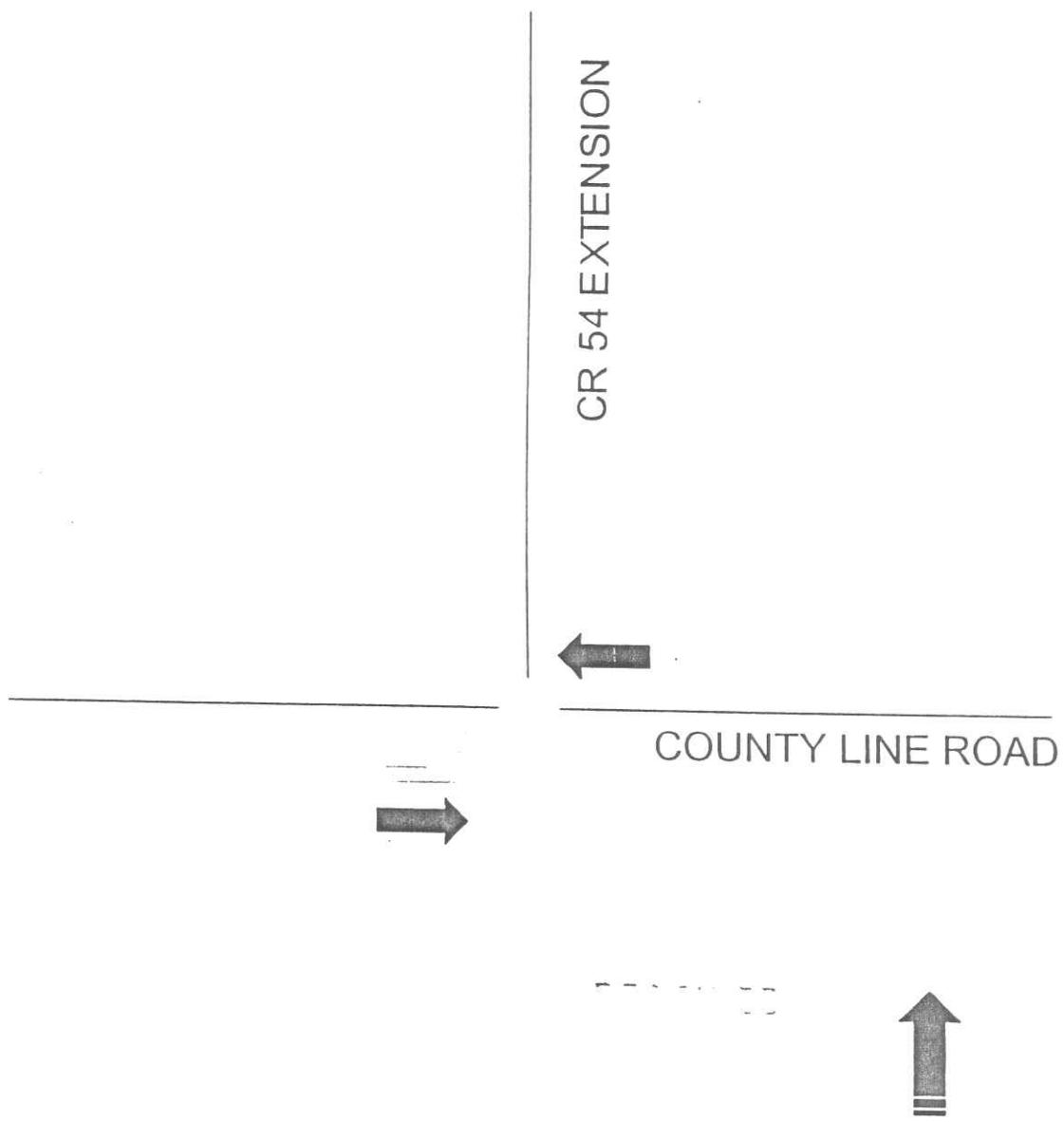
-  EXISTING LANE GEOMETRY
-  EXISTING TRAFFIC SIGNAL
-  PIPELINE IMPROVEMENTS

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INTERSECTION #4

(SEE MAP 2)

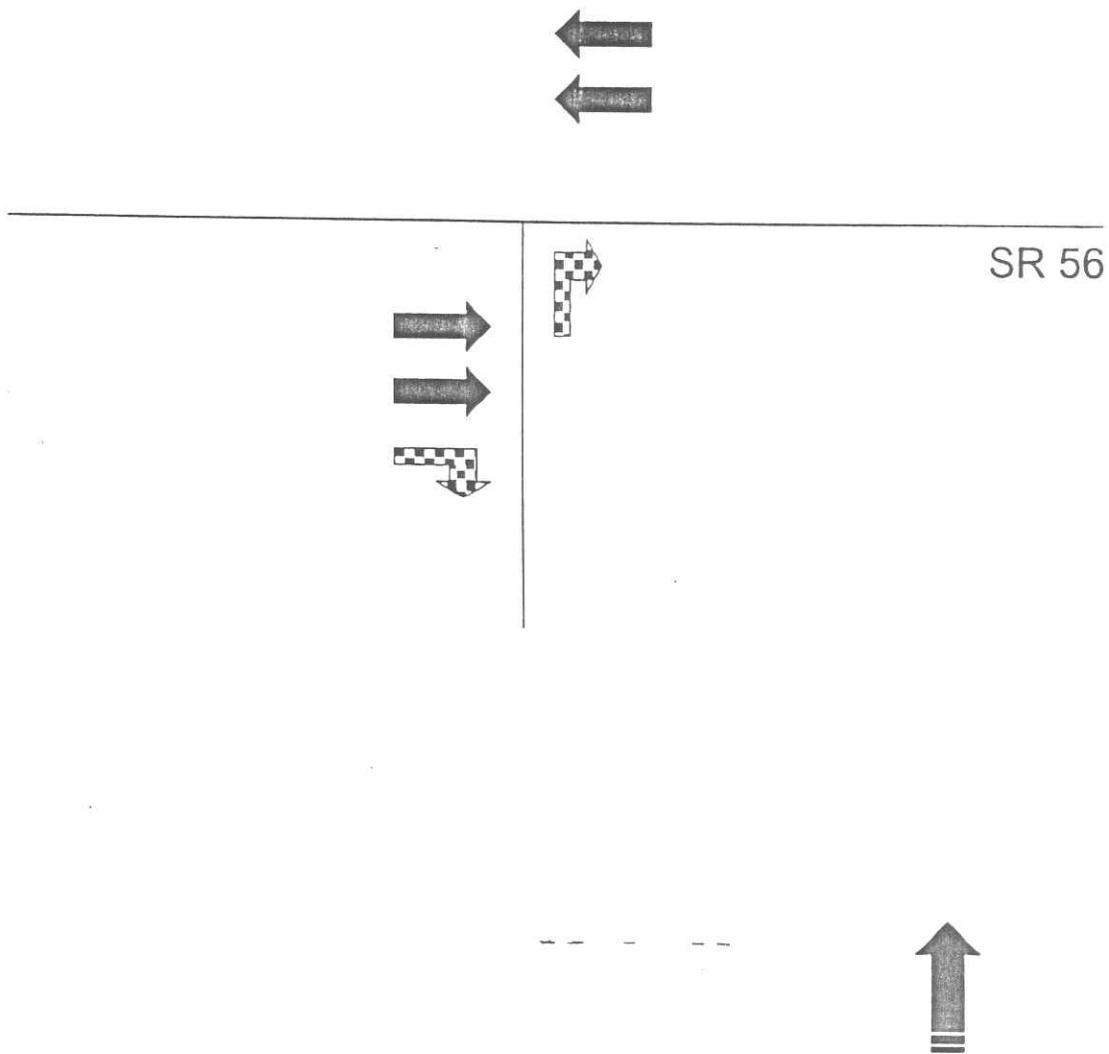


-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
-  FUTURE PIPELINE IMPROVEMENT TRAFFIC SIGNAL (NO IMPACT FEE CREDIT)

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INTERSECTION #5

(SEE MAP 1)



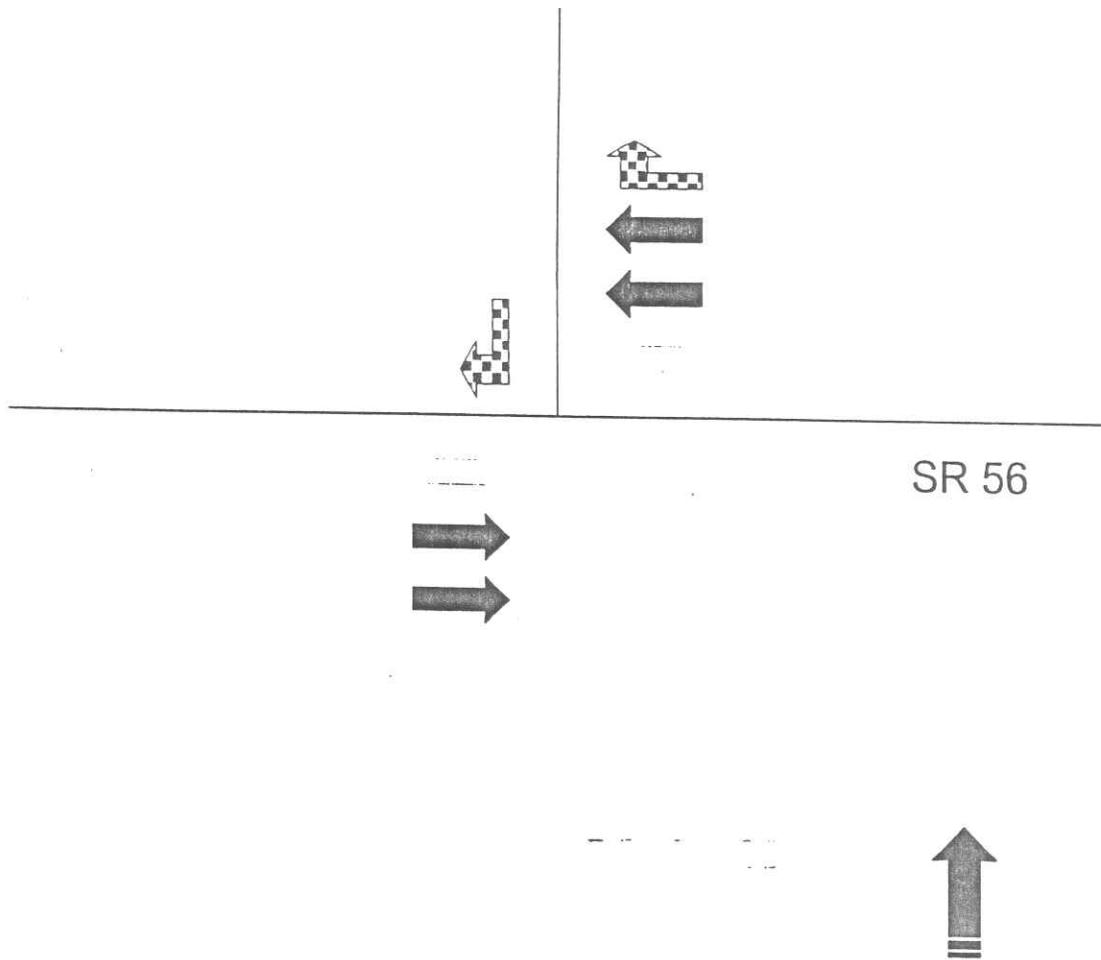
- ← EXISTING LANE GEOMETRY
- ≡ PIPELINE IMPROVEMENTS
- ↔ SITE RELATED IMPROVEMENTS

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INTERSECTION #6

(SEE MAP 1)



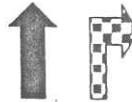
- ← EXISTING LANE GEOMETRY
- - - PIPELINE IMPROVEMENTS
- ↔ SITE RELATED IMPROVEMENTS

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INTERSECTION #7

(SEE MAP 1)

CR 54



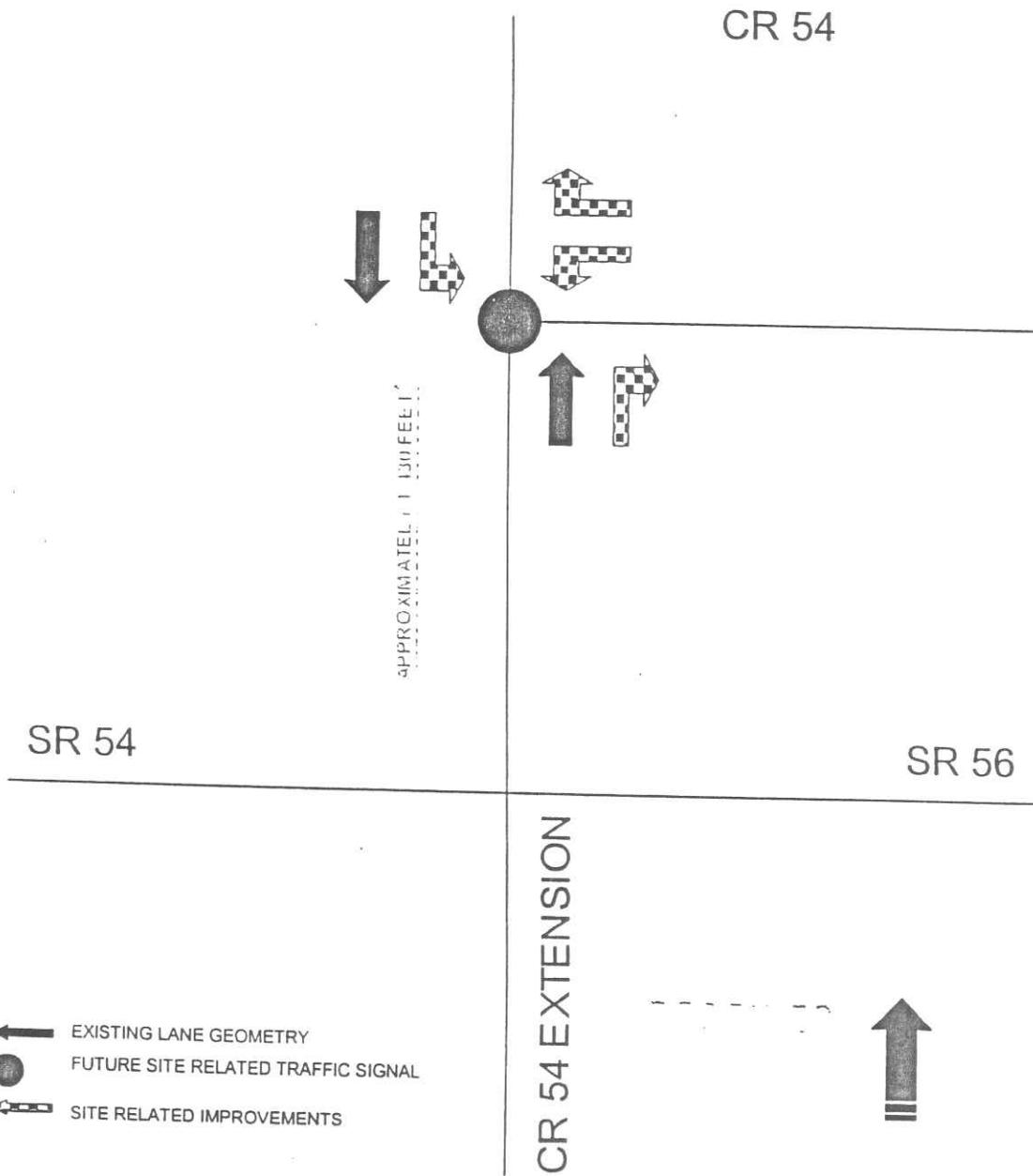
-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

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INTERSECTION #8

(SEE MAP 1)



* Existing four-lane divided section will be extended north from SR 56 through this intersection and a new transition will be constructed from the four-lane divided section to the two-lane undivided section.

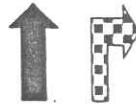
Wilson Miller

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INTERSECTION #9

(SEE MAP 1)

CR 54



-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

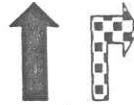
Wilson Miller

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33602 813.223.9500

INTERSECTION #10

(SEE MAP 1)

CR 54



-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

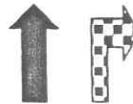
WilsonMiller

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33602 813.223.9500

INTERSECTION #11

(SEE MAP 1)

CR 54



← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

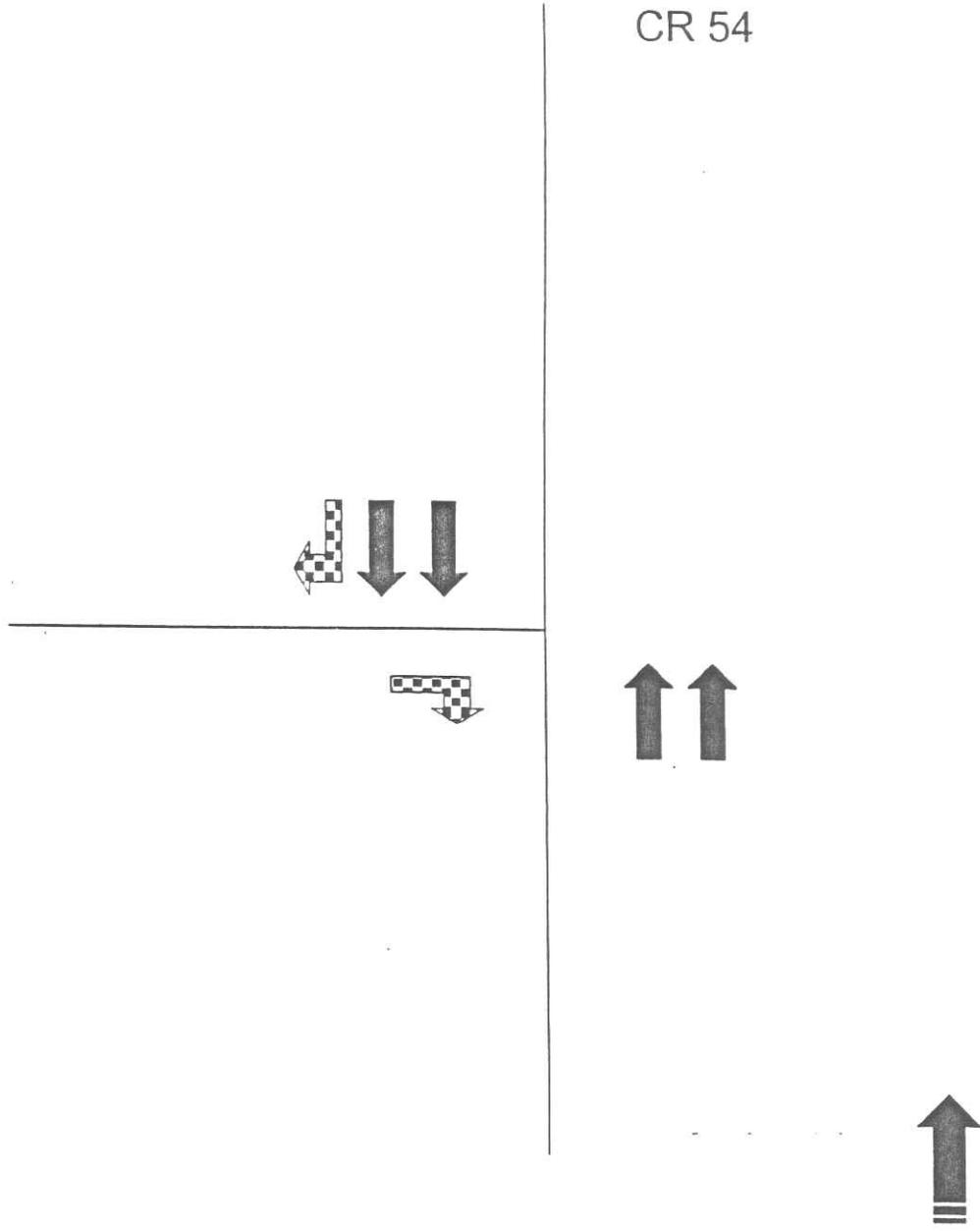
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33602 813.223.9500

INTERSECTION #12

(SEE MAP 1)

CR 54



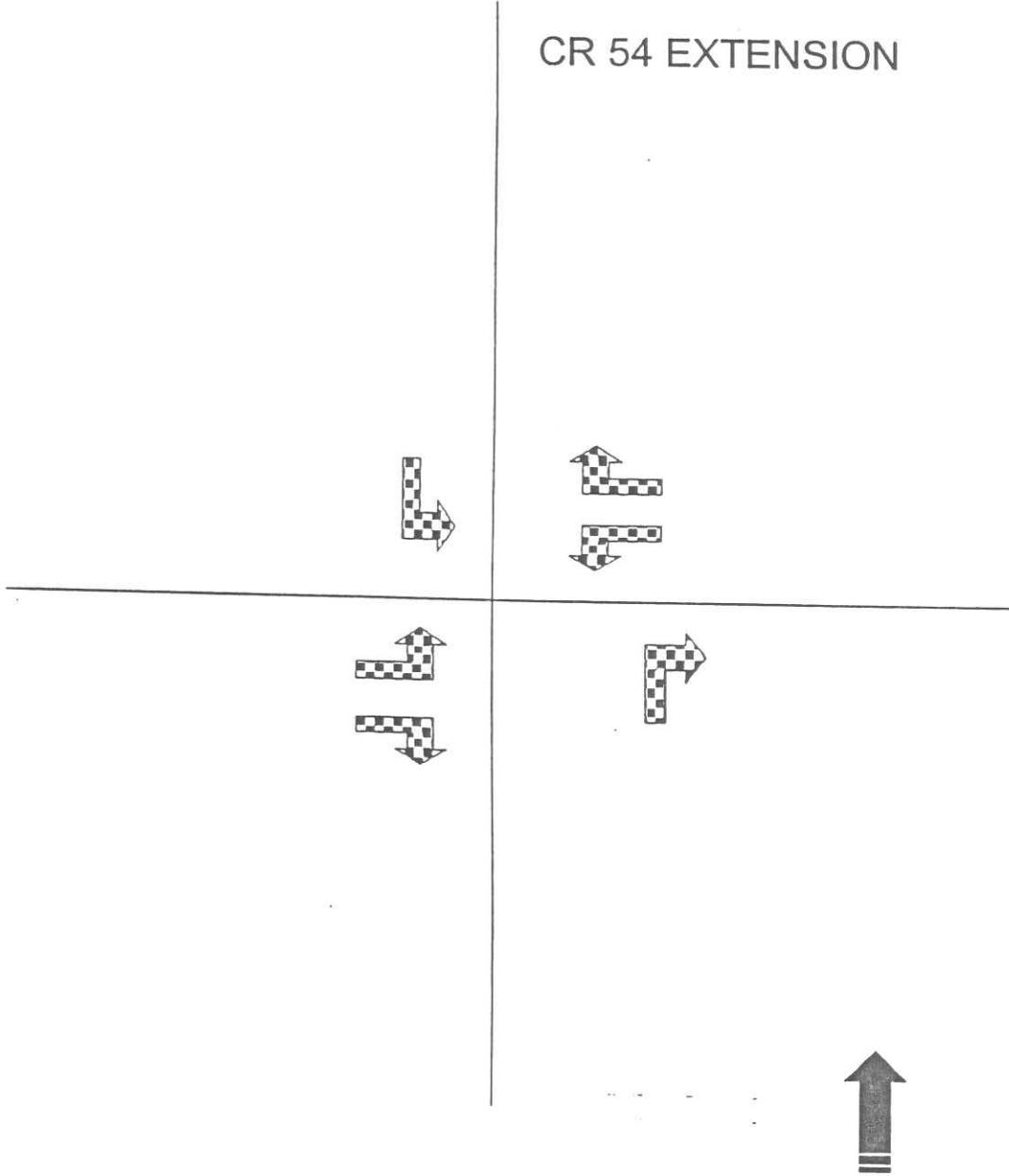
- ← EXISTING LANE GEOMETRY
- ↔ SITE RELATED IMPROVEMENTS

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INTERSECTION #13

(SEE MAP 1)

CR 54 EXTENSION



-  PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
-  SITE RELATED IMPROVEMENTS

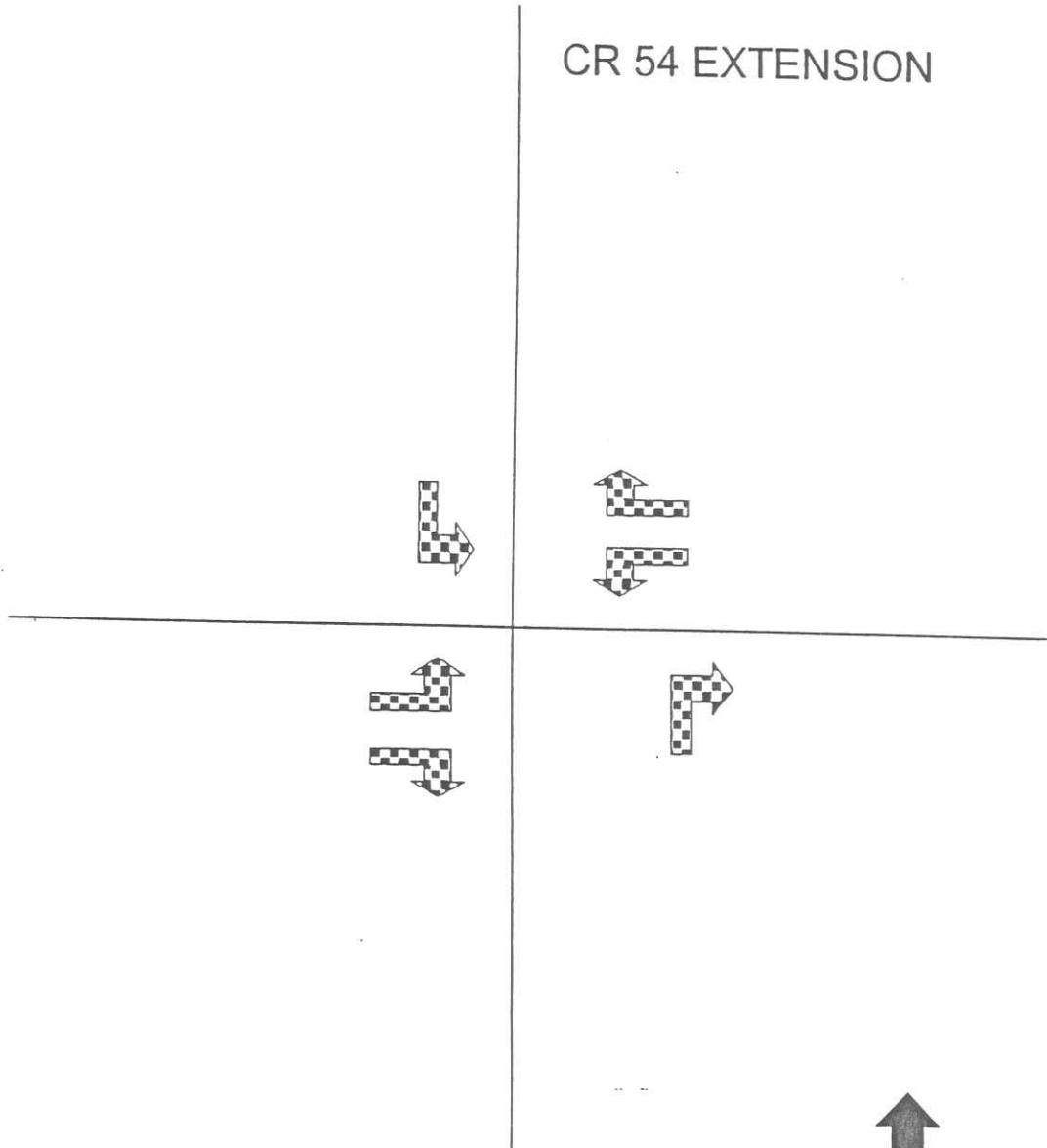
Wilson Miller

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INTERSECTION #14

(SEE MAP 1)

CR 54 EXTENSION



-  PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
-  SITE RELATED IMPROVEMENTS

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33602 813.223.9500

INTERSECTION #15

(SEE MAP 1)

CR 54 EXTENSION



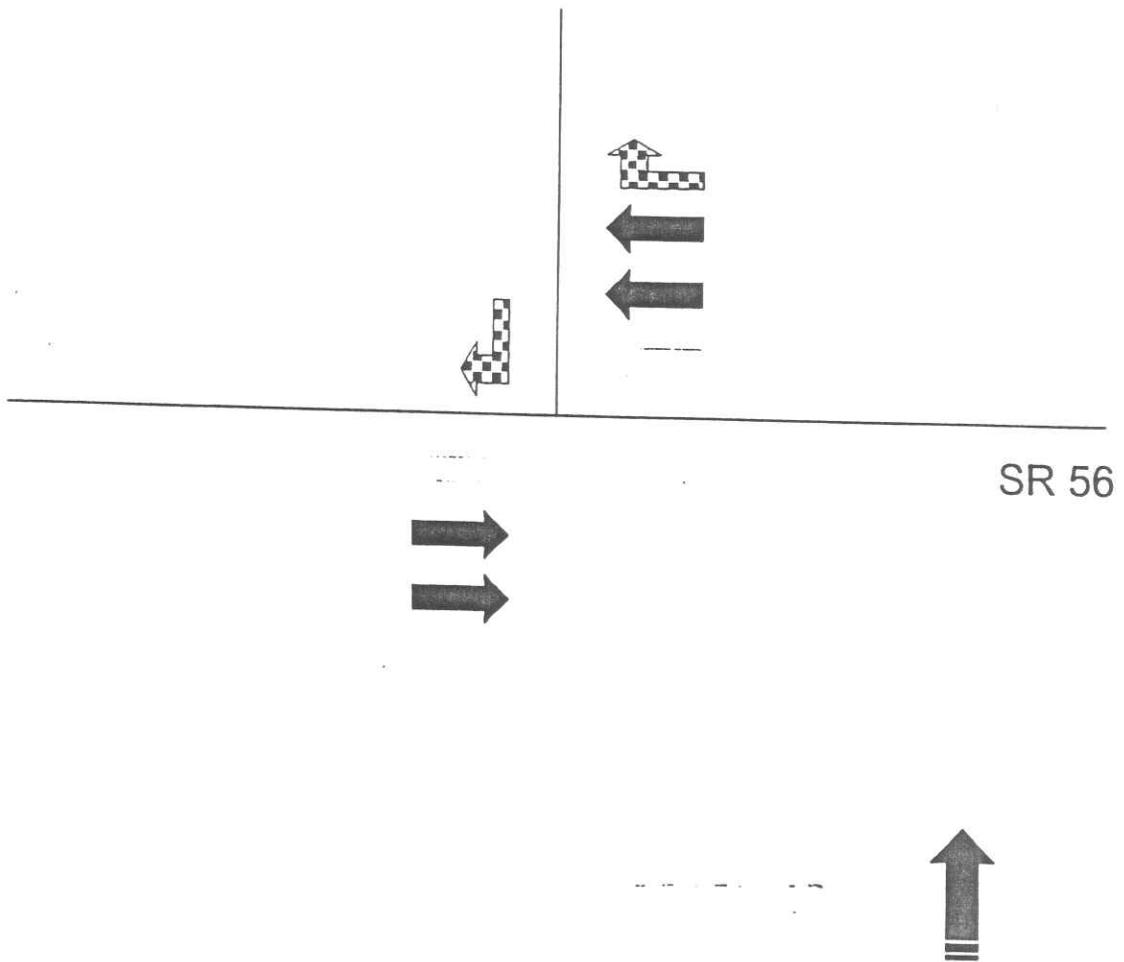
-  PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
-  SITE RELATED IMPROVEMENTS

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INTERSECTION #16

(SEE MAP 1)



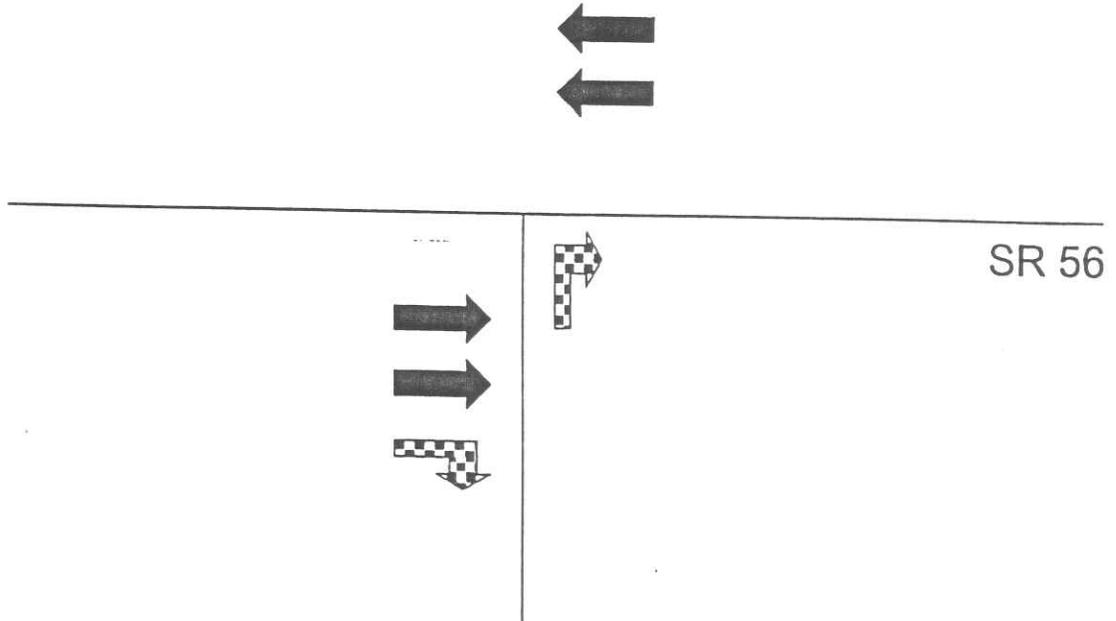
- ← LANE GEOMETRY
- PIPELINE IMPROVEMENTS
- ◄ SITE RELATED IMPROVEMENTS

Wilson Miller

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33602 813.223.9500

INTERSECTION #17

(SEE MAP 1)



-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

Wilson Miller
1101 Channelside Drive Suite 400 Tampa, FL
33602 813.223.9500

Exhibit "J"



Sec. 27 & 34 Twp. 26S Rng 19E

0 700
Feet

1 inch equals 697 feet

	Preparation Date: 17 March, 2004	Revision Date: 8 April 2005	Project Number: 7724-003-BP1
	Project Manager: JJB	GIS Operator: LBS	GIS QA/QC: LBS
	ArcMap Name: jd_aerial_11x17.mxd	Plot File: jd_aerial_11x17.pdf	

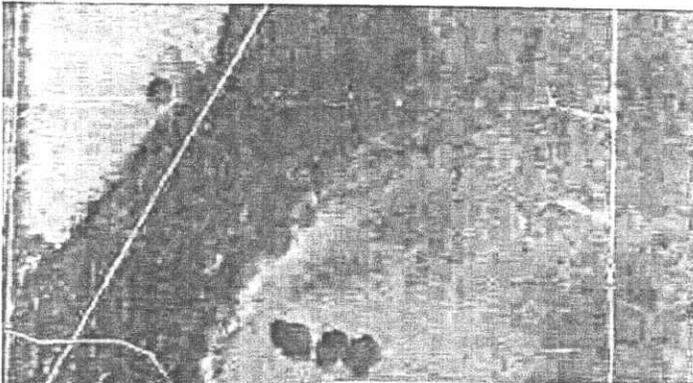
Cypress Creek Town Center
Pasco County, Florida
JD Wetlands

Biological Research Associates
 3910 US Highway 301N
 Suite 180
 Tampa, Florida 33619
 813-664-4500 FAX: 813-664-0440
 www.biologicalresearch.com

This copy shows the OFW line in the vicinity of Cypress Creek Town Center and was reproduced from that larger Exhibit of the OFW line attached to the Settlement Agreement in DOAH Case # 95-3681RP. Sierra, Etc. vs. FDEP

Image Data: USGS Digital Ortho Quads - Lutz and Wesley Chapel, 1995

<p><i>FDEP</i> <i>Arnold B. Huntington</i> <i>5/25/00</i> <i>Allen S. Gray</i> <i>Allen S. Gray</i> <i>5/25/00</i></p>	DESIGNED BY: AAK/SRD/RJC	PROJECT # 4223-001-B70
	DRAWN BY: AAK	DATE: 9 September 1999
	CHECKED BY: SRD/RJC	REVISION DATE: 5 November 1999



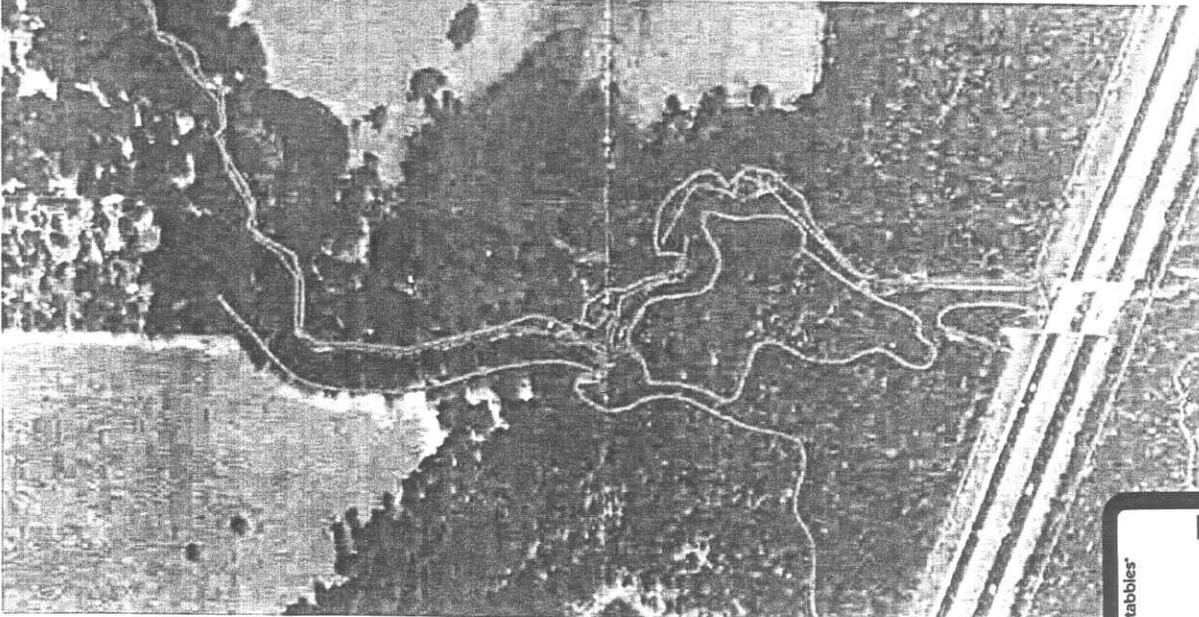
FILE NAME:
LAYOUT NAME: *or_56.apr:clr_ard_braofw.pe5*



BIOLOGICAL RESEARCH ASSOCIATES

3910 U.S. Highway 301 North
 Suite 180
 Tampa, Florida 33617
 (813)-664-4500 Fax (813)-664-0440
 www.bioresearch.com

∨ OFW Line (5 November 1999)



EXHIBIT

I

tabbles

EXHIBIT I
CYPRESS CREEK OFW BOUNDARY MAP

EXHIBIT J
WETLANDS BOUNDARY MAP

#252



PASCO COUNTY, FLORIDA

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

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

December 15, 2004

Mr. Charles Gauthier, AICP
Chief Bureau of Local Planning
Florida Department of
Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Cypress Creek Town Center – Development of Regional Impact/Development Order

Dear Mr. Gauthier:

Please remove the previously attached Cypress Creek OWF Boundary Map (Exhibit I) regarding the rendered Cypress Creek Town Center Development of Regional Impact, Development Order (Resolution No. 05-40) and replace it with the attached map.

If you have any questions, please contact me at (727) 847-8140, ext. 7848.

Sincerely,

Deversray L. Garner
Planner II

DLG/dlg
Attachment

cc: John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100, Pinellas Park, FL 33782
Biff Craine, Esq., Bricklemeyer Smolker & Bolves, P.A., 500 East Kennedy Blvd.
Tampa, FL 33602
Samuel P. Steffey II, Growth Management Administrator
Richard Grinnell, Planner II

This copy shows the OFW line in the vicinity of Cypress Creek Town Center and was reproduced from that larger Exhibit of the OFW line attached to the Settlement Agreement in DOAH Case # 95-3681RP. Sierra, Etc. vs. FDEP



Image Data: USGS Digital Ortho Quads - Lutz and Wesley Chapel, 1995

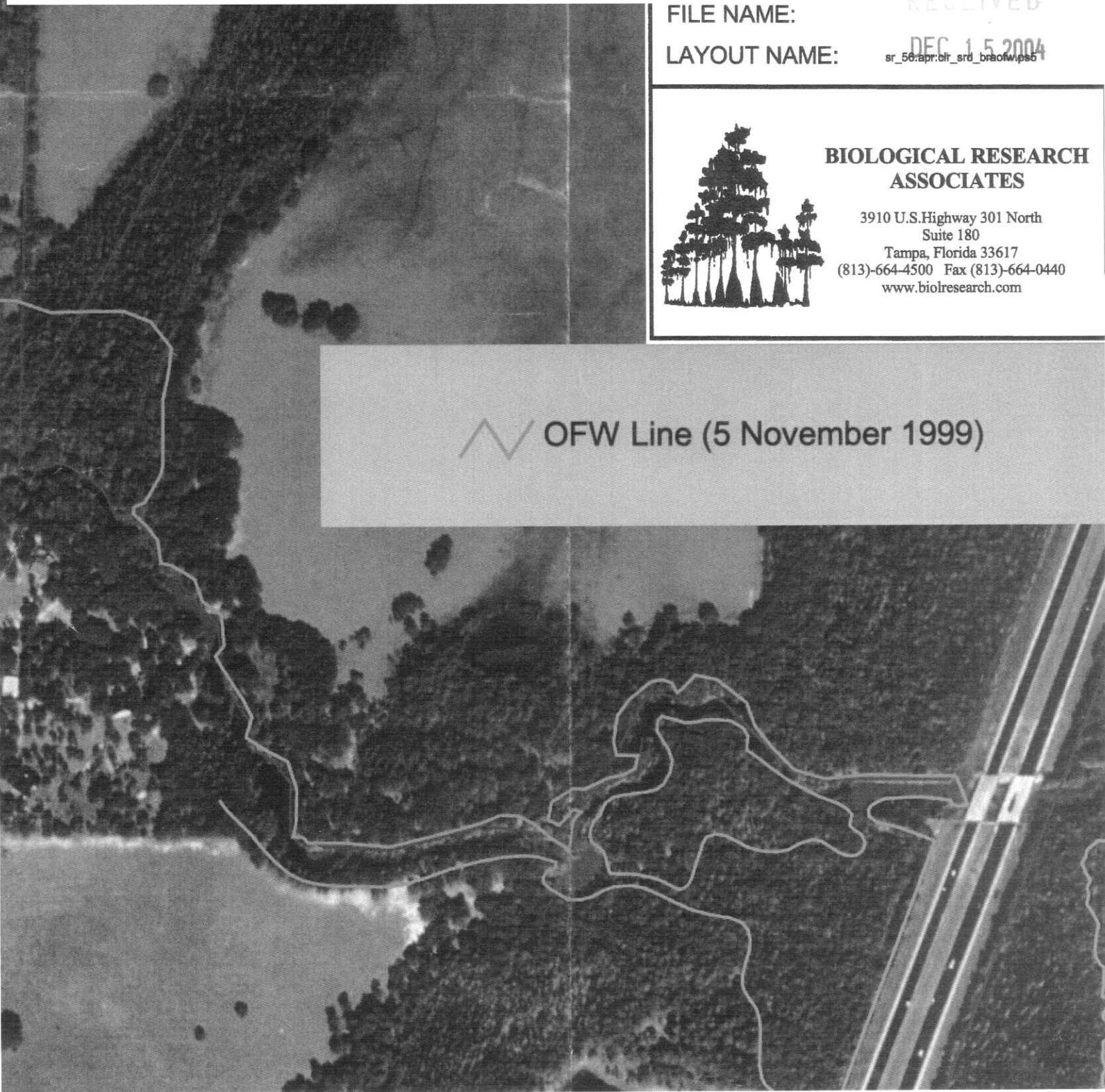
<p><i>FDEP</i> <i>Kenneth B. Huntington</i> <i>5/25/00</i> <i>Allen W. Shroy</i> <i>5/25/00</i></p>	<p>DESIGNED BY: AAK/SRD/RJC</p>	<p>PROJECT # 4223-001-B70</p>
	<p>DRAWN BY: AAK</p>	<p>DATE: 9 September 1999</p>
	<p>CHECKED BY: SRD/RJC</p>	<p>REVISION DATE: 5 November 1999</p>

FILE NAME: *RECEIVED*
 LAYOUT NAME: *DEC 15 2004*
 sr_56.apr:dlr_srd_braofw.psb



BIOLOGICAL RESEARCH ASSOCIATES
 3910 U.S. Highway 301 North
 Suite 180
 Tampa, Florida 33617
 (813)-664-4500 Fax (813)-664-0440
 www.biolresearch.com

 OFW Line (5 November 1999)





PASCO COUNTY, FLORIDA

OFFICE OF THE COUNTY ATTORNEY

Robert D. Sumner
County Attorney

Barbara L. Wilhite
Chief Assistant County Attorney

W. Elizabeth Blair
Jane M. Fagan
David A. Goldstein
Marcie McDonie
Joseph D. Richards
Anthony M. Salzano
Kristi A. Wooden

May 16, 2005

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

Re: Cypress Creek Town Center, DRI 252

Dear Mr. Meyer:

Pursuant to my previous letter regarding the Amended and Restated Development Order, enclosed please find a fully executed Settlement Agreement between Pasco County and the Department of Community Affairs.

Sincerely,

David A. Goldstein
Assistant County Attorney

DAG:ls

cc: Samuel P. Steffey, II, Growth Management Administrator (GM)

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioner,

vs.

Case No.: 05-0559GM

PASCO COUNTY,

Respondent,

and

PASCO 54, LTD.; PASCO RANCH,
INC.; PASCO PROPERTIES OF TAMPA BAY,
INC.; and THE RICHARD E. JACOBS GROUP,
INC.,

Intervenors.

DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioner,

vs.

Case No.: 05-0865

PASCO COUNTY, PASCO 54, LTD.,
PASCO RANCH, INC., PASCO PROPERTIES
OF TAMPA BAY, INC., and THE RICHARD E.
JACOBS GROUP,

Respondents.

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the Florida Department of Community Affairs; Pasco County; Pasco 54, Ltd.; Pasco Ranch, Inc.; Pasco Properties of Tampa Bay, Inc.; and the Richard E. Jacobs Group, Inc., as a complete and final settlement of all claims raised in the above-styled proceedings.

RECITALS

WHEREAS, the Florida Department of Community Affairs (DCA or Department), is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, Pasco County, Florida is a local government with the duty to adopt comprehensive plan amendments that are "in compliance;" and

WHEREAS, the Pasco County adopted Comprehensive Plan Amendment DCA Docket No. 04-D2-NOI-5101-(A)-(N) (Plan Amendment) by Ordinance No. 04-52 on November 23, 2004, which approves a land use change to a site that comprises approximately 438 acres; and

WHEREAS, the Plan Amendment relates to the Application for Development Approval for a Development of Regional Impact (DRI) referred to as the Cypress Creek Town Center, which is to be located on the site which is the subject of the Plan Amendment; and

WHEREAS, the Department issued its Statement of Intent on January 25, 2005, finding the Plan Amendment to be not "in compliance," and published its Notice of Intent of that determination on January 26, 2005; and

WHEREAS, the Department contends in its Statement of Intent that the Plan Amendment is not "in compliance" because it fails to ensure the protection of various environmentally sensitive resources and is not supported by adequate data and analysis demonstrating a need for the additional development proposed in the amendment; and

WHEREAS, pursuant to Section 163.3184(10), Florida Statutes, the Department initiated DOAH Case No. 05-0559GM, which is the administrative proceeding challenging the Plan Amendment; and

WHEREAS, Pasco County, Pasco 54, Ltd.; Pasco Ranch, Inc.; Pasco Properties of Tampa Bay, Inc.; and the Richard E. Jacobs Group, Inc dispute the allegations of the Statement of Intent regarding the Plan Amendment; and

WHEREAS, an Application for Development Approval for the Cypress Creek Town Center DRI was approved by the Pasco County Board of County Commissioners on November 23, 2004, by Resolution No. 05-40 (the Cypress Creek Town Center DRI development order); and

WHEREAS, pursuant to Section 380.07(2), Florida Statutes, the Department initiated DOAH Case No. 05-0865GM, which is the administrative proceeding challenging the Cypress Creek Town Center DRI development order; and

WHEREAS, both cases were consolidated because of their similar facts and legal issues; and

WHEREAS, Pasco County, Pasco 54, Ltd.; Pasco Ranch, Inc.; Pasco Properties of Tampa Bay, Inc.; and the Richard E. Jacobs Group, Inc. have submitted to the Department significant data and analysis; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this consolidated proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so; and

WHEREAS, the Department is authorized pursuant to Section 380.032(3), Florida Statutes, to enter into agreements with any landowner, developer, or local government to effectuate the provisions and purposes of Chapter, 380, Florida Statutes, or Rule Chapter 9J-2, Florida Administrative Code.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this agreement, the following words and phrases shall have the following meanings:

a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

b. Agreement: This stipulated settlement agreement.

c. Comprehensive Plan Amendment or Plan Amendment: Comprehensive plan amendment DCA Docket No. 04-D2-NOI-5101-(A)-(N), which was adopted by Pasco County on November 23, 2004, as Ordinance No. 04-52.

d. Cypress Creek Town Center DRI development order: Resolution No. 05-40, which was adopted by Pasco County on November 23, 2004.

e. DOAH: The Florida Division of Administrative Hearings.

f. In compliance or into compliance: The meaning set forth in Section 163.3184(1)(b), Florida Statutes.

g. Remedial Action: An action described in this Agreement which must be completed by Pasco County to resolve the issues in this consolidated proceeding. The Remedial Action adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act, to determine whether a plan amendment is in compliance, to appeal a DRI development order, and to enforce the provisions of Chapter 380, Florida Statutes.

3. Negotiation of Agreement. The Department issued its Notice and Statement of Intent to find the Plan Amendment not in compliance, and filed a petition to that effect. The Department also filed a petition challenging the Cypress Creek Town Center DRI development order issued by Pasco County. Subsequent to the filing of the petitions, Pasco County, Pasco 54, Ltd.; Pasco Ranch, Inc.; Pasco Properties of Tampa Bay, Inc.; and the Richard E. Jacobs Group,

Inc. submitted to the Department significant data and analysis, and the undersigned parties met and agreed to resolve the issues in both petitions through this Agreement. It is the intent of this Agreement to resolve fully all issues in this consolidated proceeding between the Department; Pasco County; Pasco 54, Ltd.; Pasco Ranch, Inc.; Pasco Properties of Tampa Bay, Inc.; and the Richard E. Jacobs Group, Inc.

4. Dismissal. Based on the new data and analysis and Pasco County's completion of the Remedial Action required by this Agreement, the Department will issue and cause to be published an Amended Notice of Intent addressing the Plan Amendment subject to DOAH Case No. 05-0599GM. The Amended Notice of Intent will find the Plan Amendment to be "in compliance." The Department also will file a Notice of Voluntary Dismissal in this consolidated proceeding so as to dismiss with prejudice both of its petitions. The Notice of Voluntary Dismissal shall be filed by the Department within 10 working days of its issuance of the Amended Notice of Intent.

5. Description of Plan Amendment Provisions not in Compliance and Remedial Actions: Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the Plan Amendment provisions that are alleged to be not "in compliance." Exhibit B contains Remedial Actions needed to resolve both proceedings through the amendment of the Cypress Creek Town Center DRI development order. No remedial plan amendment is required. Exhibits A and B are incorporated in this Agreement by this reference. This Agreement constitutes a stipulation that if the Remedial Actions are accomplished, the Plan Amendment will be "in compliance" and the Cypress Creek Town Center DRI development order, as amended hereto, will be consistent with the requirements set forth in Section 380.06, Florida Statutes, and Rule 9J-2, Florida Administrative Code.

6. Remedial Actions to be Considered for Adoption. Pasco County agrees to consider for adoption by formal action of its governing body all Remedial Actions described in Exhibit B no later than 45 days after this Agreement is executed.

7. Purpose of this Agreement: Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment and the Cypress Creek Town Center DRI development order. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

8. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

9. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned cases and this Agreement.

10. Effective Date. This Agreement shall become effective immediately upon execution by the Department, Pasco County; Pasco 54, Ltd.; Pasco Ranch, Inc.; Pasco Properties of Tampa Bay, Inc.; and the Richard E. Jacobs Group, Inc.

11. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties unless a notice of voluntary dismissal is timely filed pursuant to Paragraph 4 of this Agreement. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes.

12. Retention of Right to Final Hearing and Enforcement. All parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action. This

Agreement also can be enforced by the Department or Pasco County pursuant to Section 380.11, Florida Statutes.

13. Complete Settlement and Department's Retention of Rights Under Section 380.07. The Department agrees that if the Remedial Actions described in Exhibit B are approved by Pasco County, the Department will not file an appeal of the amended DRI development order pursuant to its powers under Section 380.07, Florida Statutes. Nothing in this Agreement prohibits the Department from filing an appeal of the amended DRI development order pursuant to Section 380.07, if the County adopts changes to the DRI development order, other than those set forth in Exhibit B, that, in the Department's opinion, render the resulting amended development order inconsistent with the requirements in chapter 380, Florida Statutes or chapter 9J-2, Florida Administrative Code.

14. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

15. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

16. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

17. Governmental Discretion Unaffected. This Agreement is not intended to bind Pasco County in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

18. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

19. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: Valerie J. Hubbard
Valerie J. Hubbard, AICP
Division of Community Planning

5/11/05
Date

Approved as to form and legality:
Debra E. Bryson
Assistant General Counsel

5/10/05
Date

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11th day of May, 2005, by Valerie J. Hubbard of the Department of Community Affairs, an agency of the State of Florida, on behalf of the Department.

Beth A. Frost
Notary Public
State of Florida
My Commission Expires:

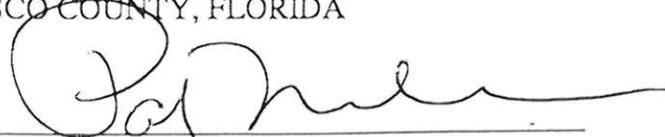


BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA



Jedd Pittman, Clerk
04-26-2005

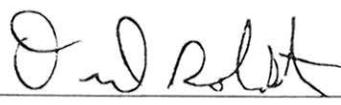
Date



Pat Mulieri, Ed.D., Chairman
04-26-2005

Date

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



Attorney

Date

APPROVED

APR 26 2005

PASCO 54 LTD.

By: _____

President of Pasco 54, Inc., G.P.

Title

April 8, 2005

Date

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of April, 2005, by John R. Sierra Jr. , as President of Pasco 54, Inc., General Partner of Pasco 54, LTD.

Bonnie M. Smith

Signature of Notary Public,
State of Florida

My Commission Expires:



Bonnie M. Smith
Commission # DD351121
Expires August 30, 2008
Bonded Troy Pain - Insurance, Inc. 800-385-7019

PASCO RANCH, INC.

By: _____

Vice President

Title

April 8, 2005

Date

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of April, 2005, by John R. Sierra, Jr., as Vice President of Pasco Ranch, Inc.

Bonnie M. Smith

Signature of Notary Public,
State of Florida

My Commission Expires:



Bonnie M. Smith
Commission # DD351121
Expires August 30, 2008
Bonded Troy Fair - Insurance, Inc. 800-385-7015

PASCO PROPERTIES OF TAMPA BAY, INC.

By: _____

Vice President

Title

April 8, 2005

Date

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

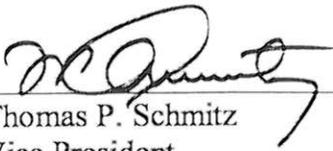
The foregoing instrument was acknowledged before me this 8th day of April, 2005, by John R. Sierra, Jr., as Vice President of Pasco Properties of Tampa Bay, Inc.

Bonnie M. Smith
Signature of Notary Public,
State of Florida

My Commission Expires:



THE RICHARD E. JACOBS GROUP, INC.

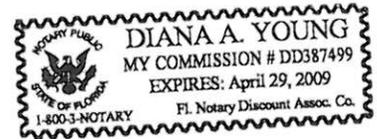
By: 
Thomas P. Schmitz
Vice President
4/8/05
Date

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 8TH day of April, 2005, by Thomas P. Schmitz, as Vice President of the Richard E. Jacobs Group, Inc.


Signature of Notary Public,
State of Florida

My Commission Expires: 4/29/2009



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

IN RE: PASCO COUNTY COMPREHENSIVE PLAN AMENDMENTS ADOPTED BY ORDINANCE NO. 04-52 ON NOVEMBER 23, 2004	Docket No. 04-D2-NOI-5101-(A)-(N)
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STATEMENT OF INTENT TO FIND
COMPREHENSIVE PLAN AMENDMENTS
NOT IN COMPLIANCE

The Florida Department of Community Affairs, pursuant to Rule 9J-11.012(6), *Florida Administrative Code*, hereby issues this Statement of Intent regarding the Comprehensive Plan amendments adopted by Pasco County in Ordinance Numbers 04-52 on November 23, 2004. The Department finds these Comprehensive Plan amendments not "in compliance," as defined in Section 163.3184(1)(b), *Florida Statutes*, based upon the Objections, Recommendations and Comments Report issued by the Department on June 10, 2004, which is hereby incorporated by reference. The Department finds that these Comprehensive Plan amendments are not in compliance because they are not consistent with Section 163.3177, *Florida Statutes*, the State Comprehensive Plan, and Rule 9J-5, *Florida Administrative Code*, for the following reasons:

I. FUTURE LAND USE ELEMENT AMENDMENTS:

A. Adopted Amendments: The Future Land Use Map amendment adopted by Ordinance Number 04-52 applies to property located in Sections 27 and 34, Township 26 South, Range 19 East, in Pasco County. The land use change adopted by Pasco County is from Residential-3 (RES-3) to Retail/Office/Residential (ROR) on approximately 438 acres. The land use change is to accommodate the Cypress Creek Town Center Development of Regional Impact (DRI).¹

¹ On November 23, 2004, the Pasco County Board of Commissioners also passed Ordinance No. 04-50 approving a development order for the Cypress Creek Town Center Development of Regional Impact (DRI). On January 21, 2005, pursuant to section 380.07, *Florida Statutes*, the Department of Community Affairs appealed the Pasco County DRI Development Order to the Florida Land and Water Adjudicatory Commission.

Pasco County adopted Future Land Use Policy 9.1.2., which is a site specific policy for the Cypress Creek Town Center DRI. This policy provides that the Cypress Creek Town Center "shall be governed by the terms and conditions of the CYPRESS CREEK TOWN CENTER Development of Regional Impact (DRI) Development Order (DO) and Development Agreement (DA)." The Development Order includes a Master Site Plan (Map H) for the Cypress Creek Town Center. The site includes Category I, II and III Wetlands as defined in Conservation Element Policy 2.7.3 in the Pasco County Comprehensive Plan. Category I Wetlands are shown on Maps 2-5a, b, c included as part of the County's Comprehensive Plan.

B. Inconsistent provisions. The inconsistent provisions of the Comprehensive Plan amendments under this subject heading are as follows:

1. Suitability. According to Policy 2.7.3, the Category I Wetlands are provided the highest level of protection. Policy 2.7.3 states:

Limit the removal, alteration, and encroachment within Category I conservation areas to cases where no other feasible or practical alternatives exist that will permit a reasonable use of the land. The protection, preservation, and continuing viability of Category I conservation areas shall be the prime objective of the basis for review of all proposed alterations, modifications, or removal of these areas.

Figure 13-1 of the Cypress Creek Town Center DRI Application for Development Approval (ADA) identifies the Category I, II and III Wetlands on the site. Category I Wetlands shown on Figure 13-1 include wetlands numbered 9, 14, 15, 16 and 17. In addition, Figure 13-1 identifies wetland numbers 1, 4, and 5 as Category II Wetlands; however, these designations are inconsistent with the Pasco County Comprehensive Plan Wetland Maps (Maps 2-5a, b, c) which identify these as Category I Wetlands.

The Master Site Plan shows development within Category I Wetlands 1, 4, 5, 9, 14, 15, 16 and 17, contrary to the provisions of Conservation Element Policy 2.7.3 in the Pasco County Comprehensive Plan.

The plan amendments are not supported by data and analysis demonstrating that the site is suitable for the intended use. The amendments are not supported by data and analysis demonstrating how the Creek Town Center Master Plan directs incompatible land uses away from wetlands consistent with the requirements of Rule 9J-5.013(3), F.A.C.

Cypress Creek is located along the southern boundary of the subject parcel, and surface water flow is generally toward Cypress Creek to the south and Cabbage Swamp and Trout Creek to the north. The onsite wetlands and floodplains are directly connected to Cypress Creek (Outstanding Florida Water), which is a tributary to the Hillsborough River (Outstanding Florida Water). Cypress Creek flows into the Hillsborough River north of the Hillsborough River Reservoir, which is the primary potable water source for the City of Tampa. Similarly, drainage flowing north of the site enters Cabbage Swamp, and this swamp system forms the northwestern headwater for Trout Creek, which also ultimately flows into the Hillsborough River north of the Hillsborough River Reservoir. Due to the type and intensity of land uses allowed by the ROR land use category as well as those proposed for the DRI, there is a particular concern that large areas of impervious surface may adversely affect the quality of water in Cypress Creek, Cabbage Swamp, Trout Creek, and the Hillsborough River.

In addition to wetlands, the site has other environmentally sensitive natural resources that include listed wildlife species and wildlife habitat, floodplains, recharge to the Floridan Aquifer, and surface and ground water quality. The amendments are not supported by

data and analysis demonstrating that the plan amendments will not create adverse impacts to the natural resources both on-site and off-site.

The amendments are not supported by data and analysis demonstrating that the site is suitable for the ROR land use designation and for the DRI related land use changes on the wetlands, floodplains, listed wildlife species and wildlife habitat, recharge to the Floridan Aquifer, surface and ground water resources. The amendments are not supported by data and analysis to demonstrate that the land use changes ensure the surface water quality and the protection of the natural resources of Cypress Creek, Cabbage Swamp, Trout Creek, and the Hillsborough River consistent with the requirements of Rule 9J-5, Florida Administrative Code.

The Department specifically finds that the Comprehensive Plan amendments are inconsistent with the following rule and statutory provisions: Rules 9J-5.005(2) and (5); 9J-5.006(1), (2), (3), and (4); 9J-5.006(1)(b); 9J-5.006(2)(b)2, 3, and 4; 9J-5.006(2)(c); 9J-5.006(2)(e); 9J-5.006(3)(b)1 and 4; 9J-5.006(3)(c)1, 6; 9J-5.006(4); 9J-5.006(5); 9J-5.011(1) and (2); 9J-5.011(1)(g); 9J-5.011(2)(b)5; 9J-5.011(2)(c)4; 9J-5.013(1), (2) and (3); 9J-5.013(1)(a) and (b); 9J-5.013(2)(b)2, 3, and 4; 9J-5.013(2)(c)1, 3, 5, 6, and 9; 9J-5.013(3)(a) and (b), F.A.C.; and Sections 163.3177(2) and (8); and 163.3177(6)(a), (c) and (d), F.S.

2. Internal Inconsistency. The amendments are not supported by data and analysis demonstrating consistency with Future Land Use Element Objective 1.1 and Policy 1.1.1 and that the site is suitable for the intended use. The objective and policy require environmental constraints be considered in designating land use densities and intensities at a location.

The plan amendments are not supported by data and analysis demonstrating that the impacts to these wetlands are consistent with the wetland protection requirements of the

Pasco County Comprehensive Plan. The amendments are internally inconsistent with the following provisions of the County's Comprehensive Plan: Future Land Use Element Goals 1 and 5, Objectives 1.1, 1.6 and 5.3, and Policies 1.1.1, 1.6.1, 1.6.7, 5.1.4, 5.1.5 and 5.3.1; and Conservation Element Goal 2, Objectives 2.7, 2.8 and 2.10 and Policies 2.7.1 through 2.7.15, 2.8.1, 2.8.2, 2.8.6, 2.8.9, 2.8.10, 2.10.1, and 2.10.2.; and Public Facilities Element Goal 5, Objectives 5.1, 5.3, 5.5 and 6.3, and Policies 5.1.12, and Policies 5.3.1, 5.3.2, 5.5.1, 5.5.2, 6.1.1, 6.2.1.d, and 6.3.1 through 6.3.5.

The Department specifically finds that the Comprehensive Plan amendments are inconsistent with the following rule and statutory provisions: Rules 9J-5.005(1) and (5), Florida Administrative Code, and Section 163.3177(2), Florida Statutes.

3. Need. The Future Land Use Map Amendment is not supported by data and analysis demonstrating there is a need for the additional Retail/Office/Residential land use in order to accommodate the County's projected population growth within the planning timeframe of the County Comprehensive Plan. Although a marketing study was included for the Cypress Creek Town Center, the study did not include a complete analysis of retail, office, and residential land uses in close proximity to the subject site. For example, the marketing study did not consider the Cypress Creek DRI within one mile to the east of the subject site or the Long Lake Ranch DRI approximately eight miles to the west.

The Department specifically finds that the Comprehensive Plan amendments are inconsistent with the following rule and statutory provisions: Rules 9J-5.005(2) and (5); 9J-5.006(1), (2), (3), (4), and (5); 9J-5.006(2)(b) and (c); 9J-5.006(5)(g)1, 2, 4, 9 and 13; 9J-5.006(5)(h) and (i), Florida Administrative Code, and Section 163.3177(6)(a), Florida Statutes.

C. Recommended remedial actions. The above inconsistencies may be remedied by taking the following actions:

1. Revise the amendment to delete development within all Category I wetlands, include a mitigation plan for all other wetlands impacts that cannot be avoided, include an environmental suitability analysis demonstrating that the amendment ensures the protection of all the other natural resources (floodplains, wildlife and their habitat, surface and groundwater quality) consistent with the requirements of the County's Comprehensive Plan and Rule 9J-5, F.A.C. Revise the amendment as necessary to be supported by and consistent with the data and analysis.

2. Include additional data and analysis to demonstrate that the site is environmentally suitable for the Retail/Office/Residential land use designation. If the data and analysis does not support the demonstrate that the site is suitable for the Retail/Office/Residential land use designation, revise the land use designation to Residential-3 or a less intense land use consistent with Future Land Use Policy 1.1.1.

3. Include a land use needs analysis demonstrating there is a need for the Retail/Office/Residential land use and the amount of development allowed by the Cypress Creek Town Center DRI in order to accommodate the Comprehensive Plan's projected population growth within the planning timeframe of the Pasco County Future Land Use Map and Comprehensive Plan. Revise the amendment as necessary to be consistent with and supported by the data and analysis.

II. CONSISTENCY WITH THE STATE COMPREHENSIVE PLAN

A. Inconsistent provisions. The inconsistent provisions of the plan amendments under this subject heading are as follows:

The Comprehensive Plan amendments are inconsistent with the State Comprehensive Plan goals and policies set forth in Section 187.201, Florida Statutes, including the following provisions:

1. **Water Resources.** The amendments are inconsistent with the Goal set forth in Paragraph 187.201(7)(a), Florida Statutes, and the Policies set forth in Subparagraphs 187.201(7)(b)1, 2, 4, 5, 7, 8, 9, 10 and 12, Florida Statutes; and
2. **Natural Systems and Recreational Lands.** The amendments are inconsistent with the Goal set forth in Paragraph 187.201(9)(a), Florida Statutes, and the Policies set forth in Subparagraphs 187.201(9)(b)1, 3, 4, 7, 8, 9 and 10, Florida Statutes; and
3. **Land Use.** The amendments are inconsistent with the Goal set forth in Paragraph 187.201(15)(a), Florida Statutes, and the Policies set forth in Subparagraphs 187.201(15)(b)1, 2 and 6, Florida Statutes; and
4. **Plan Implementation.** The amendments are inconsistent with the Goal set forth in Paragraph 187.201(257)(a), Florida Statutes, and the Policies set forth in Subparagraphs 187.201(25)(b)7, Florida Statutes.

B. Recommended remedial action. These inconsistencies may be remedied by revising the Comprehensive Plan amendments as described above in Section I.C.

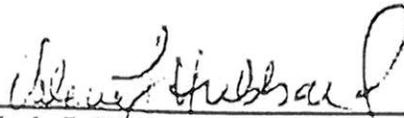
CONCLUSIONS

1. The Comprehensive Plan amendments are not consistent with the State Comprehensive Plan.
2. The Comprehensive Plan amendments are not consistent with Chapter 9J-5, *Florida Administrative Code*.
3. The Comprehensive Plan amendments are not consistent with the requirements of Section 163.3177, *Florida Statutes*.

4. The Comprehensive Plan amendments are not "in compliance," as defined in Section 163.3184(1)(b) *Florida Statutes*.

5. In order to bring the Comprehensive Plan amendments into compliance, the County may complete the recommended remedial actions described above or adopt other remedial actions that eliminate the inconsistencies.

Executed this 25th day of January 2005, at Tallahassee, Florida.



Valerie J. Hubbard, AICP, Director
Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

EXHIBIT B

1) For the wetlands issues, amend the Wetlands section of the Specific Conditions of the DRI DO as follows:

(6) This Development Order does not authorize impacts to Category I wetlands. At the time of preliminary site plan approval, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the provisions of Conservation Element Policies 2.7.3, 2.7.4, and 2.7.6 and subject to the following:

(a) No impacts will be permitted for the purpose of increasing the developable portion of the outparcel in the southwest corner of the intersection of SR 56 and CR 54 (delineated on attached Exhibit J). Any such impact will only be permitted when needed to provide access or construct roadways, and only after the Developer has reduced and eliminated impacts to the wetlands in accordance with state permitting requirements.

(b) The Developer agrees to grant a conservation easement over the wetlands located adjacent to Interstate 75 at the southeast corner of the property (delineated on attached Exhibit J as Wetland 2) to the Department of Environmental Protection, the Southwest Florida Water Management District or a non-profit conservation organization, in perpetuity, so that the wetlands will not be subject to development in the future.

2) To resolve the inconsistency between the amount of development allowed by the DRI development order, and the amount permitted under the comp plan issue, amend the Approval Stipulations of the DRI DO as follows:

1. Approval Stipulations

a. Specific approval of Phase I of the Application is hereby granted with conditions. Phase II of the Application is subject to additional review as provided herein. Conceptual approval is granted for Phase II; this may be changed to specific approval, subject to an amendment to Sub-Area Policy 9.1.2 of the Future Land Use Element of the Comprehensive Plan, additional analyses through the NOPC process performed pursuant to the requirements of Section 380.06, F.S., and in accordance with Specific Conditions No. 5.n.(1) and 5.o. (2) of this DO.

3) To resolve the issue raised by Fish & Wildlife, amend the Vegetation and Wildlife section of the Specific Conditions of the DRI DO as follows:

h. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the FFWCC and implement the recommended measures for species protection in accordance with ~~the requirements of Section 68A-27, FAC~~ any applicable regulations.

(3) The applicant shall complete mitigation and permitting for any species of special concern, threatened, endangered floral, or faunal species encountered on the property through the FFWCC and U.S. Fish and Wildlife, in compliance with any applicable regulations ~~the Pasco County Comprehensive Land Use Plan.~~ The applicant shall also continue to monitor for the presence of all protected species through the period up to, and including, various construction phases and provide for the appropriate mitigation or permitting requirements. The applicant shall submit all correspondence and proposed mitigation or take permits to FFWCC and the County for review and comment prior to commencement of these activities.

(4) The Applicant/Developer shall make every reasonable effort to relocate all gopher tortoises within the project site. In the event that on-site relocation is not reasonably possible, all gopher tortoises shall be relocated to an appropriate off-site location subject to approval by the FFWCC. In no event shall the Applicant/Developer seek to kill or wound any gopher tortoise without first receiving specific approval of the BOCC and the FFWCC.

4) To resolve the trade-off mechanism issue, amend Exhibit E, the Land Use Equivalency Matrix, of the DRI DO as follows:

Add the following footnote to the "Maximums" column of the Equivalency Matrix:

(4) Maximums are intended to set the outside limit for each individual land use listed in the "Land Use" column. Any land use mix achieved through the use of this Trade-Off Matrix cannot generate impacts which exceed those generated by the land use mix approved in this Development Order.

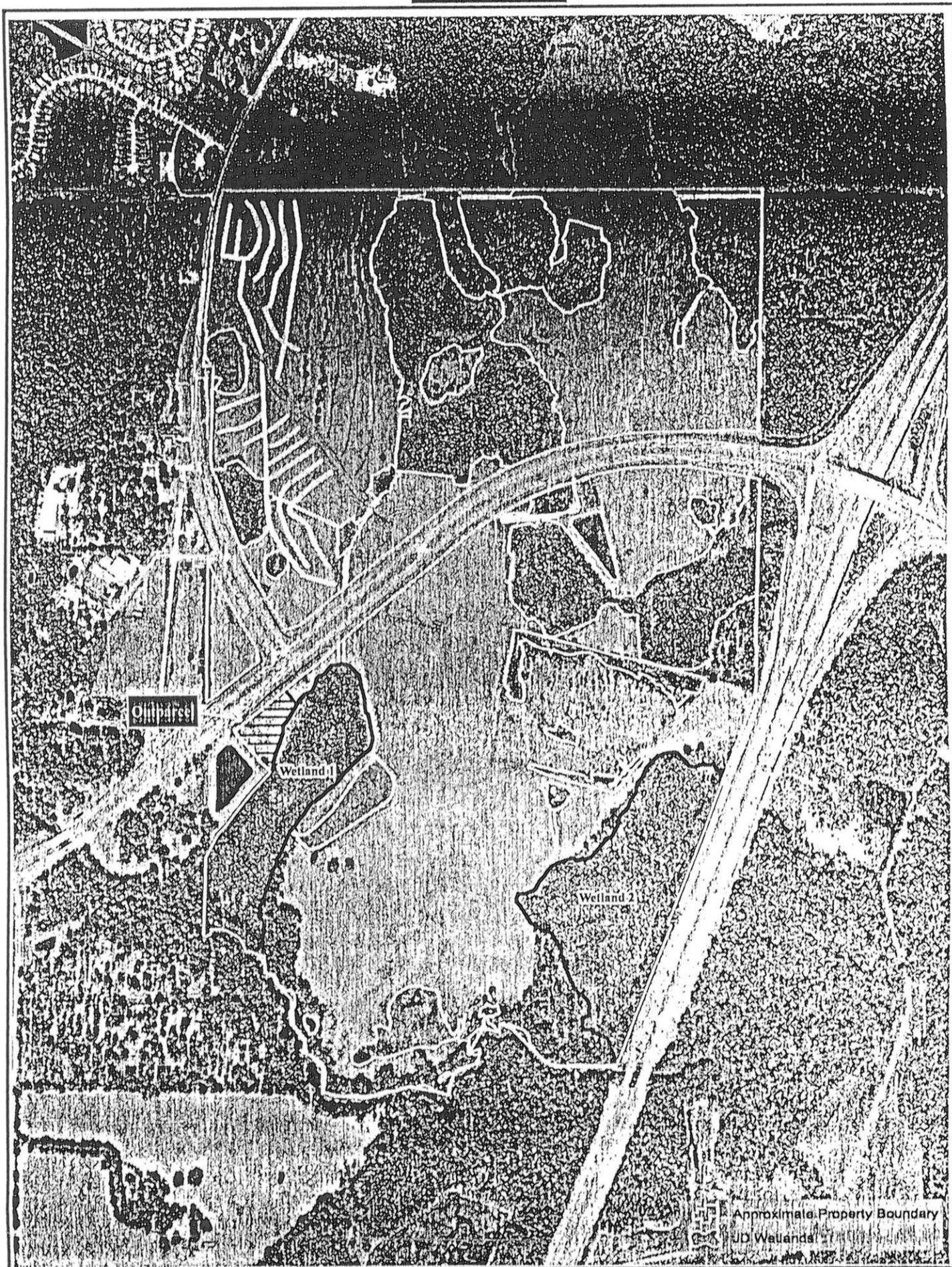
5) To resolve water quality issues, amend the Water Quality and Drainage section of the Specific Conditions of the DRI DO as follows:

Item (3)(a): In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. The Applicant/Developer shall develop a surface-water quality monitoring program to be continued for five years following ~~through~~ project build-out demonstrating compliance with such standards.

Item (4): Any required groundwater-quality monitoring program shall be instituted before construction begins to provide background data and shall continue for five years following through project build-out.

6) To identify the proper boundary of the Cypress Creek OFW, revise Exhibit I of the DRI DO by removing the existing map and substituting for it the map that was attached to the settlement agreement in DOAH Case No. 95-3681RP, Skinner, et al. v. Department of Environmental Protection.

Exhibit B



Sec. 27 & 34 Twp. 26S Rng 19E

0 700
Feet

1 inch equals 697 feet



Preparation Date: 17 March, 2004	Revision Date: 8 April 2005	Project Number: 7724 003 BPH
Project Manager: JJB	DIB Operator: LBS	DIB DAV/DC:
ArxMap Name: jt_wetland_11x17.mxd	Plot File: jt_wetland_11x17.pdf	

Cypress Creek Town Center
Pasco County, Florida
JD Wetlands

Biological Research Associates

3910 US Highway 301N
Suite 180
Tampa, Florida 33619
813-664-4500 FAX: 813-664-0440
www.biologiresearch.com



#252



PASCO COUNTY, FLORIDA

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

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

December 15, 2004

Mr. Charles Gauthier, AICP
 Chief Bureau of Local Planning
 Florida Department of
 Community Affairs
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399-2100

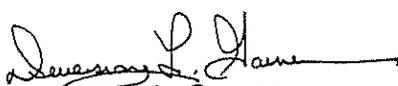
RE: Cypress Creek Town Center – Development of Regional Impact/Development
 Order

Dear Mr. Gauthier:

Please remove the previously attached Cypress Creek OWF Boundary Map (Exhibit I)
 regarding the rendered Cypress Creek Town Center Development of Regional Impact,
 Development Order (Resolution No. 05-40) and replace it with the attached map.

If you have any questions, please contact me at (727) 847-8140, ext. 7848.

Sincerely,


 Deversray L. Garner
 Planner II

DLG/dlg
 Attachment

cc: John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council
 4000 Gateway Centre Blvd., Suite 100, Pinellas Park, FL 33782
 Biff Craine, Esq., Bricklemeyer Smolker & Bolves, P.A., 500 East Kennedy Blvd.
 Tampa, FL 33602
 Samuel P. Steffey II, Growth Management Administrator
 Richard Grinnell, Planner II

This copy shows the OFW line in the vicinity of Cypress Creek Town Center and was reproduced from that larger Exhibit of the OFW line attached to the Settlement Agreement in DOAH Case # 95-3681RP. Sierra, Etc. vs. FDEP

Image Data: USGS Digital Ortho Quads - Lutz and Wesley Chapel, 1995

FDEP
 Kenneth B. Huntington
 5/25/00
 Allen C. Sluiter
 5/25/00

DESIGNED BY:
AAK/SRD/RJC

PROJECT #
4223-001-B70

DRAWN BY:
AAK

DATE:
9 September 1999

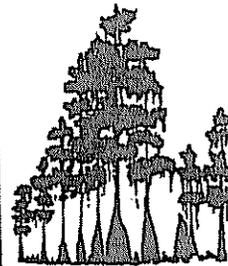
CHECKED BY:
SRD/RJC

REVISION DATE:
5 November 1999

FILE NAME:

LAYOUT NAME:

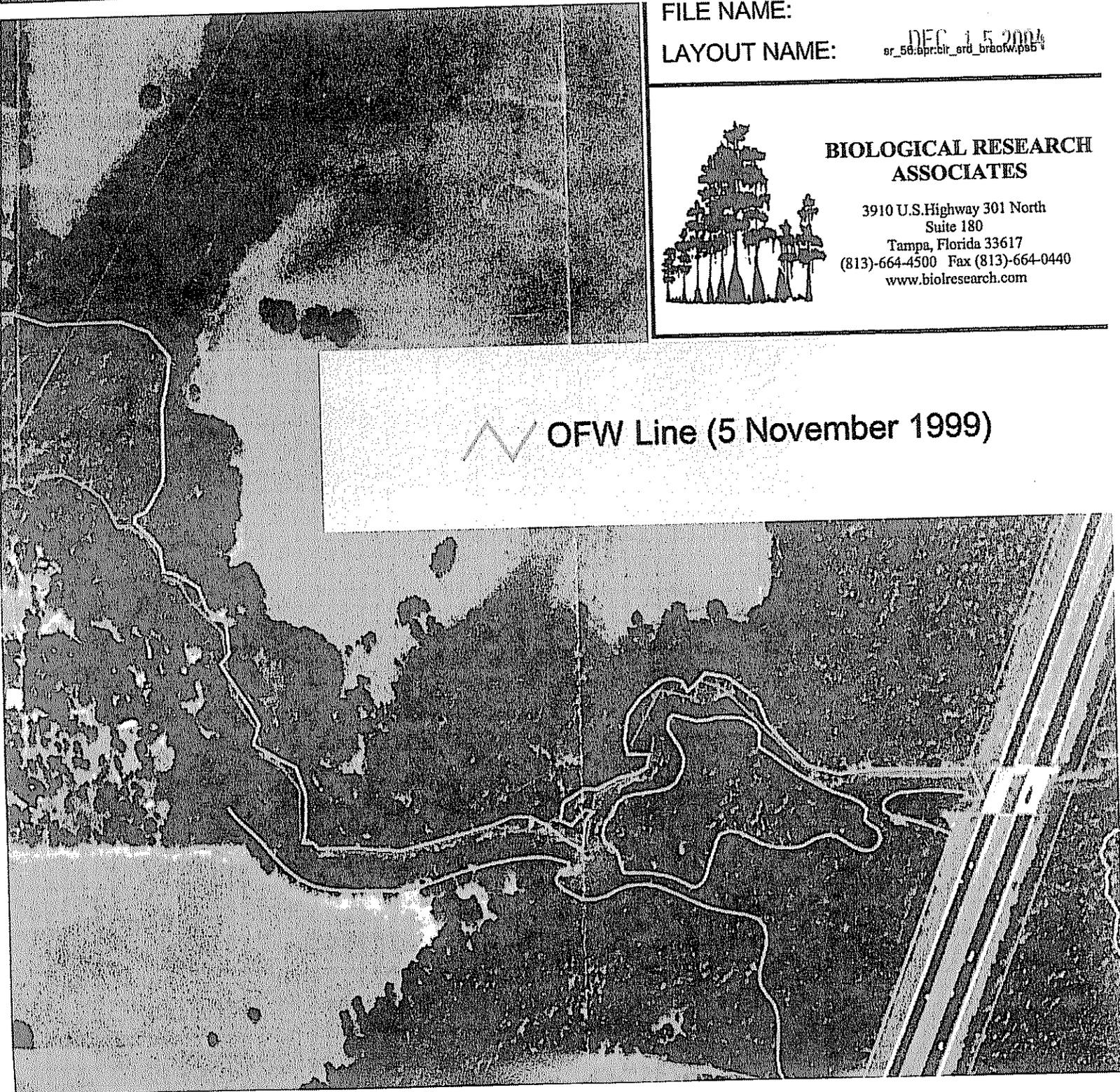
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PASCO COUNTY, FLORIDA

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

CERTIFIED MAIL NO. 7099-3400-0003-2541-5954
RETURNED RECEIPT REQUESTED

December 8, 2004

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

RE: Cypress Creek Town Center – Development of Regional Impact/Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Cypress Creek Town Center Development of Regional Impact, Development Order (Resolution No. 05-40), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. The Pasco County Board of County Commissioners approved this development order on November 23, 2004.

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

Sincerely,


Deversray L. Garner
Planner II

DLG/dlg
Enclosure

cc: Samuel P. Steffey II, Growth Management Administrator
Michael LaSala, AICP, Senior Planner
Richard Grinnell, Planner II

**A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING,
WITH CONDITIONS, THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 252).**

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc. (Applicant/Developer) have filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Cypress Creek Town Center; and,

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

WHEREAS, the culmination of review pursuant to Section 380.06, F.S., requires approval, approval with conditions, or denial of the ADA; and,

WHEREAS, this **Development Order (DO)** for the Cypress Creek Town Center DRI was adopted by the Pasco County Board of County Commissioners on November 23, 2004.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

The ADA of the Cypress Creek Town Center DRI is approved with conditions as set forth in the following development order (DO), which is hereby adopted by the Board of County Commissioners:

CYPRESS CREEK TOWN CENTER DEVELOPMENT ORDER

1. General Findings of Fact

The Board of County Commissioners makes the following general Findings of Fact:

a. Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc., hereinafter referred to as the Applicant/Developer, has filed in accordance with Section 380.06, F.S., as amended, the ADA of the Cypress Creek Town Center DRI and four (4) associated Responses to Request for Additional Information, the sum total of which shall be referred to as the "Application."

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed Cypress Creek Town Center DRI are those which are summarized in Composite Exhibit A, the Application, and in Exhibit B, the Specific Findings of Fact and Regional Impacts contained in Pages 1-91 of the Tampa Bay Regional Planning Council (TBRPC) Final Report. Both Exhibits A and B are incorporated into this DO by reference.

c. The real property encompassed by the Cypress Creek Town Center DRI is owned by the Applicant/Developer and FDOT, and a description of the real property is attached hereto as Exhibit C, ("the Property") which is made a part of this DO.

d. The Pasco County Comprehensive Plan Future Land Use Map classification for the Property is RES-3 (Residential - 3 du/ga). On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 04-D2 to amend the classification on the Future Land Use Map for the Property subject to the application from RES-3 (Residential - 3 du/ga) to ROR (Retail/Office/Residential) and CON (Conservation).

e. Zoning on the property which is subject to the Application is A-C Agricultural. On November 23, 2004 the Board of County Commissioners will consider adoption of Petition No. 6288 to rezone the Property from A-C to MPUD.

f. On March 12, 2004, the TBRPC notified Pasco County that the Sufficiency Review was complete, that the TBRPC had initiated the preparation of its DRI Final Report, and that the local government should set a date for a public hearing on the pending Application.

g. The Board of County Commissioners has scheduled and held a public hearing on the pending Application on November 23, 2004.

h. Notice of the hearing has been published in a newspaper of general circulation at least sixty (60) days prior to the date set for the Board of County Commissioners hearing.

i. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence.

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

k. The Board of County Commissioners has received and considered the TBRPC Final Report on the above-referenced Application.

l. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the recommendation of the Pasco County Growth Management Department and the Pasco County Development Review Committee (DRC).

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. This Cypress Creek Town Center DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Application.

b. As conditioned, this DRI/DO addresses issues raised consistent with the report and recommendation of the TBRPC.

c. As conditioned, this DRI/DO is consistent with the Pasco County Land Development Code (local land development regulations).

d. As conditioned, this DRI/DO is consistent with the adopted Pasco County Comprehensive Plan as amended and shall be deemed effective concurrent with the effective date of the associated Pasco County Comprehensive Plan Amendment.

e. The land that is the subject of this DRI/DO is not in an Area of Critical State Concern.

f. As conditioned, this DRI is consistent with the State Land Development Plan.

3. Approval Stipulations

a. Specific approval of Phase I of the Application is hereby granted with conditions. Phase II of the Application is subject to additional review as provided herein. Conceptual approval is granted for Phase II; this may be changed to specific approval, subject to additional analyses through the NOPC process performed pursuant to the requirements of Section 380.06, F.S., and in accordance with Specific Conditions No. 5.n.(1) and 5.o. (2) of this DO.

b. The requirements of and conditions contained in this DO shall regulate the development of the property described in Exhibit C. Following the adoption of this DO, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the property.

In the event Pasco County believes violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer after providing the Applicant/Developer with an opportunity to be heard and, if it is determined by the County Administrator or his designee that a violation has occurred, the County Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected or the Board of County Commissioners rescinds the Notice of Noncompliance at a hearing to consider the matter. Notwithstanding the foregoing, violations of the Development Agreement shall be addressed in accordance with the provisions of the Development Agreement.

c. All development specifically authorized by this DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated in the manner specified in this DO.

(2) The Applicant's/Developer's commitments set forth in Exhibit D shall be honored by the Applicant/Developer, except as they may be superseded by specific terms of this DO.

d. Development of the Cypress Creek Town Center DRI shall be governed by the standards and procedural provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), F.S. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

e. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2019, unless the County can demonstrate that substantial changes in the conditions underlying the approval of this DO have occurred or that the DO was based on substantially inaccurate information provided by the Applicant/Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and land development regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

f. As provided in Chapter 190, F.S., and subject to the Pasco County Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD, which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

g. The property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the property may continue to be used for agricultural activities until the property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

(1) Development of the Cypress Creek Town Center shall proceed in accordance with the phasing schedule indicated in Table 1 below.

(2) Excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Developer's risk and shall not vest latter phase development rights.

Table 1

**Cypress Creek Town Center DRI
Land Use and Phasing Schedule**

<u>Land Use</u>	<u>Phase 1 (2004-11)</u>	<u>Phase 2 TBD²</u>	<u>Totals</u>
Regional Mall (SF) ¹	1,300,000	215,000	1,515,000
Retail Center (SF) ¹	600,000	0	600,000
Office (SF) ¹	120,000	300,000	420,000
Hotel (Rooms)	350	350	700
Highway Commercial (SF) ¹	96,000	0	96,000
Multifamily Residential (D.U.)	230	400	630

¹ Square feet in Gross Leasable Area ("GLA") for the purposes of calculating entitlements only shall mean the actual number of square feet on all levels that is equal to the Gross Building Area ("GBA") minus any enclosed or open air mall, and other interior or exterior areas occupied primarily by mechanical, electrical, telephone or other operating equipment, truck or loading docks, police substations, service and fire corridors, stairwells and freight elevator shafts, and maintenance facilities. Construction plans shall reflect both GBA and GLA. All construction plans shall provide an updated accounting of total approved, previously permitted and requested GBA and GLA.

² To Be Determined consistent with Conditions 5.n. (1) and 5.o. (2).

b. Effective Date and Duration

(1) The DO for the Cypress Creek Town Center DRI shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent and the appeal period has passed for all comprehensive plan amendments associated with the Cypress Creek Town Center DRI.

(2) The effective period of this DO shall be until December 31, 2019. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Section 380.06(19), F.S.

c. Commencement of Development

If physical development of the Cypress Creek Town Center has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Section 380.06(19), F.S., whether the delay represents a substantial deviation from the terms and conditions of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or vertical development, unless otherwise approved by Pasco County.

d. Build-out of Project

(1) The build-out date of Phase 1 of the project shall be December 31, 2011.

(2) Any delay in the build-out date of Phase 1 of the project beyond December 31, 2011, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO amendment which may include a re-evaluation of required transportation mitigation. The applicable build-out date for Phase 2 shall be established when specific approval of Phase 2 is obtained.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described elsewhere herein, the project consists of the land uses by phase as described in Table 1.

b. Land Use Exchange

(1) Phase 1 development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the Florida Department of Community Affairs and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next Biennial Report. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Notwithstanding the foregoing, office entitlements cannot be exchanged for retail, mall, hotel, or residential entitlements. In addition, no approved entitlements may be traded for additional residential entitlements.

(2) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the Notice of Proposed Change (NOPC) process as required by Section 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of this DO.

(3) Unless the Applicant/Developer demonstrates to Pasco County that projected traffic volumes and patterns would be similar to those initially approved, conversion of land entitlements authorized under provisions of the Land Use Equivalency Matrix shall be limited as follows: Land use entitlements located on the parcel north of S.R. 56 can only be exchanged for authorized entitlements located on the north parcel. The same applies for south parcel entitlements.

c. Water Quality and Drainage

(1) Development of Cypress Creek Town Center shall not result in a Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Section 40D-4, Florida Administrative Code (FAC), and Pasco County stormwater management requirements. Treatment shall be provided by biological filtration and residence times or a combination thereof. Best Management Practices (BMP) for reducing adverse water quality impacts as required by the regulations of Pasco County and other appropriate regulatory bodies shall

be implemented. South of S.R. 56, the stormwater treatment system shall be designed to treat the first 1½ inches of rainfall and shall provide fourteen (14) day residence time, unless otherwise approved by Pasco County and the SWFWMD. In addition, the Applicant/Developer shall comply with the following design requirements.

(a) All swales shall be fully vegetated and operational.

(b) Dry stormwater retention/detention areas, including side slopes and bottoms, shall be fully vegetated as required.

(c) The Applicant/Developer or other responsible entities shall ensure that the stormwater management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit (ERP). The Applicant/Developer or other responsible entities shall hire a licensed engineer to conduct annual inspections of the stormwater management system on the project site to ensure that the system is being properly maintained in keeping with its design and is capable of accomplishing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each DRI Biennial Report.

(d) Should the Applicant/Developer or its representative discover that if any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, report such fact to Pasco County and shall promptly undertake any necessary repairs or modifications to the system. The Biennial Report shall describe any such problems and the necessary repairs or modifications to remedy them as well as what repairs or modifications to the system have been undertaken since the previous Biennial Report.

(e) The stormwater management system shall be designed to maintain the natural hydroperiod of the on-site wetlands and the floodplain habitats of Cypress Creek and Cabbage Swamp in full conformance with permit requirements by appropriate agencies with jurisdiction.

(f) Prior to the first construction plan approval, the Applicant/Developer must provide a plan detailing the operation and maintenance of the stormwater management system. The plan shall, at a minimum, identify the responsible entity, establish a long-term funding mechanism which may include the formation of a Property Owners Association, and provide assurance through written commitments that the entity in charge of the program has the technical expertise necessary to carry out the operation and maintenance functions of the stormwater management system. The plan must be approved by Pasco County prior to construction plan approval, and implementation of the plan must begin prior to each phase.

(g) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary site plan approval.

(h) The Applicant/Developer shall advise future residents and tenants of seasonal variations with created water features and that lakes should not be perceived as having constant water levels.

(3) Planning and development of the Cypress Creek Town Center shall conform to the rules adopted by the Southwest Florida Water Management District (SWFWMD) for the Northern Tampa Bay Water (TBW) Use Caution Area. Development of the Cypress Creek Town Center shall be designed to not negatively impact the existing water quality of Cypress Creek, an OFW, as required in Section 40D-4, FAC. There shall be no direct discharge of stormwater runoff into Cypress Creek.

(a) In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. The Applicant/Developer shall develop a surface-water quality monitoring program to be continued through project build-out demonstrating compliance with such standards. The following parameters shall be included within any required surface water-quality monitoring program: sampling locations and specific parameters, frequency of monitoring, and reporting subject to approval by Pasco County, SWFWMD, FDEP, TBW and other appropriate regulatory bodies. Access to the monitoring sites shall be made available to the agencies listed above.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with the (EPA/FDEP) Environmental Protection Agency/Florida Department of Environmental Protection quality-control standards and requirements.

(c) The surface water-quality monitoring results shall be submitted to the FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standard, the Developer shall identify the specific construction or other activity identified as causing the violation which shall cease until the violation is corrected. The design of the stormwater collection system shall facilitate the testing of stormwater runoff from individual parcels to help in detection of the specific source of any such violation. In the event that the specific construction or other activity causing the violation cannot be identified, all construction shall cease until the violation is corrected.

(d) Subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds. All test boring logs of the site are to be provided during the permitting process and prior to any construction to the FDEP and the Southwest Florida Water Management District (SWFWMD).

(4) A groundwater-quality monitoring program shall be developed in coordination with the FDEP and the SWFWMD to establish parameters, methodology, and locations of monitoring sites. Any such program shall be submitted to Pasco County, FDEP, SWFWMD, and TBW for review and approval and shall be included in each Biennial Report. Any required groundwater-quality

monitoring program shall be instituted before construction begins to provide background data and shall continue through project build-out. If reclaimed water for irrigation purposes is used in the future, any groundwater-monitoring program shall be amended as required by the permit for use of reclaimed water. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the exceedance shall cease until the exceedance is corrected. Monitoring results shall be included in each Biennial Report. To prevent adverse effects to groundwater quality during construction, there shall be no excavation into the Floridian aquifer's confining layers or underlying limestone. The ways that the Developer will prevent this from occurring and any remedial action it will implement should it occur, are required to be outlined during the site plan permitting process and submitted by the County to TBW for review and comment.

(5) An integrated, pest-management program shall be implemented to minimize the use of fertilizers and pesticides. The Applicant/Developer shall implement BMPs for reducing water-quality impacts as recommended by Pasco County, TBW, and SWFWMD. This activity shall include, but not be limited to, a street-cleaning program for roadways and parking areas.

(6) The Applicant/Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable following examples such as the Florida Yards and Neighborhoods program. Construction BMP shall be used to prevent construction-related turbidity and erosion problems.

(7) On-site stormwater wet-detention ponds shall include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Applicant/Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water) for the duration of the permit.

(8) All drainage system components shall comply with Section 40D-4, FAC, as well as all other applicable local, State, and Federal rules and regulations.

(a) The amount of development proposed will result in an increased volume of stormwater runoff. Several methods exist that can help reduce the impact from this increased volume of stormwater. Low-impact design elements should be incorporated throughout the site to the maximum extent possible to include: shallow, vegetated swales in all parking areas; small, recessed garden areas throughout parking and building landscape areas; porous pavement and other pervious pavement technologies; stabilized grass areas for overflow parking; and retention of the maximum amount of existing, native vegetation.

(9) Protect water quality within the Cypress Creek OFW by providing setbacks from the OFW that are a minimum of fifty (50) feet, except as may be required for the bridge crossing Cypress Creek. The bridge design shall include curbing and fencing to ensure that runoff is funneled into the storm water system and to limit the opportunity for trash and debris to enter Cypress Creek.

(10) The historic average volume discharged from the project should not be decreased post-development. The developers shall, in cooperation with Tampa Bay Water (TBW) and to the extent the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment-volume requirements).

d. Wetlands

(1) Wetlands protection shall be in accordance with all applicable County, State, and Federal laws, permits, rules, and regulations.

(2) Development plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with the SWFWMD and other regulatory agencies as may be applicable.

(3) Prior to preliminary plan approval for any parcel, the Applicant/Developer shall submit an On-Site Wetland Protection Plan to the Florida Fish and Wildlife Conservation Commission (FFWCC), FDEP, SWFWMD and TBRPC for review and to Pasco County for approval. The plan shall address, but not be limited to, control of exotic species, mitigation of impacted wetlands, restoration of previously-impacted wetlands, control of on-site water quality, and restoration of natural hydroperiods in on-site wetlands.

(4) Existing annual hydroperiods, normal pool elevation, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post-development wetland areas shall comply with Pasco County policies at the time of this DO approval or the SWFWMD regulations at the time permits are obtained, whichever is more restrictive, to provide an upland transition into the wetland areas and to protect the natural system from development impacts. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency.

e. Mitigation Standards

(1) By adopting this DO, Pasco County has recognized that the location of the project makes those uses which are approved herein reasonable. The Applicant/Developer shall submit a detailed Ecosystem Improvement Plan (Ecosystem Plan) prior to the approval of the first preliminary site plan. The Ecosystem Plan shall emphasize a watershed approach to mitigation and shall be developed in accordance with:

(a) The "net ecosystem benefit" concept embodied in Section 403.0752, F.S.

(i) Section 3.2.1.2 of the SWFWMD's basis of review.

(ii) The Army Corps of Engineers' (ACOE) Regulatory Guidance Letter No. 02-2 (Guidance on Compensatory Mitigation Projects under the ACOE Regulatory Program pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899).

(b) The Ecosystem Plan must be designed, at a minimum, to meet the following criteria:

(i) Demonstrate a net ecosystem benefit of natural resources within the affected drainage basin.

(ii) Provides for greater, long-term, regional, ecological value than would be provided by on-site mitigation.

(iii) Include one (1) or a combination of preservation, enhancement, restoration, and/or recreation of wetland and upland resource.

(iv) The amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on-site) and gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD.

(v) The mitigation for wetland impacts proposed as part of the Ecosystem Plan shall identify proposed mitigation in a maximum of two (2) (one [1] south of S.R. 56 and one [1] north of S.R. 56) master permit applications.

(vi) The Future of the Region Strategic Policy Plan, Regional Goal 4.5, and related policies.

(vii) References to the Hillsborough River Drainage Basin shall mean the basin shown on Appendix 6 of the SWFWMD's basis of review.

(c) Wetland encroachments included in the Ecosystem Plan must be permitted by appropriate regulatory agencies, including the FDEP, the SWFWMD, and the ACOE. The Ecosystem Plan shall be approved by Pasco County prior to any wetland impacts. A change in the Ecosystem

Plan as provided herein resulting from requirements imposed by the FDEP, the SWFWMD, or by any appropriate Federal regulatory agency shall be submitted to Pasco County. The change shall be presumed not to create a substantial deviation subject to further DRI review. Mitigation is expected to include fee simple purchase and/or purchased conservation easements of land for one or some combination of the following:

(i) Protection/preservation of lands identified as falling within, extending, or expanding one (1) of the habitat corridors identified by Pasco County. The exact acreage will vary depending on how conservation rights are acquired, activities that may be allowed upon lands not acquired by fee simple purchase, available mix of uplands and wetlands, quality of uplands and wetlands, and relative quantities of uplands and wetlands.

(ii) Restoration of degraded wetlands within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iii) Wetland creation within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iv) Wetland enhancement and/or creation on-site.

(d) The Ecosystem Plan shall be approved prior to issuance of the first construction permit associated with Cypress Creek Town Center development.

(e) All wetland mitigation activities shall be completed, in accordance with the approved Ecosystem Improvement Plan, prior to issuance of Certificate(s) of Occupancy beyond 500,000 sq. ft. of development within Cypress Creek Town Center. The mitigation activities shall be determined successful, using SWFWMD criteria, prior to any Phase 2 approval.

f. Water Supply Protection

(1) Planning and development of the Cypress Creek Town Center shall conform to the SWFWMD-adopted rules for the Northern Tampa Bay Water Use Caution Area.

(2) Pasco County, along with nine (9) other counties within the SWFWMD, is located in a region where water demand is expected to exceed the ability of traditional groundwater sources to provide necessary supplies over the next twenty (20) years. New development represents additional water demand in an area where water resources are already stressed in providing for current, reasonable, and beneficial uses. The development must, therefore, implement to the maximum extent possible, all options for developing alternative supplies (reclaimed water, stormwater, water conservation, etc.) to meet their needs.

(3) Prior to construction, the Applicant/Developer shall determine the opportunities to use nonpotable water for irrigation and other purposes within the development. Nonpotable sources may include, but are not limited to, reclaimed wastewater, stormwater, and water pumped from shallow wells. The determination shall include, at a minimum, the proximity of the nonpotable source to the

proposed development, the long-term availability of that source, the appropriateness of the source for the intended use.

(4) Installation of high-efficiency (low-volume) plumbing fixtures, appliances, and other water-conserving devices is required. Efficient plumbing fixtures are required by the Florida Building Code.

(5) Other water-conservation measures shall be included, such as landscaping, buffering, rain and soil moisture sensors and shut-offs, low-volume fixtures, mulching, preservation of natural areas and individual meters on multifamily units.

g. Floodplain/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

(2) No fill shall be added within the 100-year floodplain without approval by the appropriate permitting agencies.

h. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the FFWCC and implement the recommended measures for species protection in accordance with the requirements of Section 68A-27, FAC.

(2) The entirety of Cypress Creek OFW lands (as shown on Exhibit I) located on the site shall be preserved. The proposed roadway crossing over Cypress Creek shall be designed to minimize impacts to the environmentally sensitive areas. The proposed southern access roadway crossing Cypress Creek will feature a bridge structure which includes a minimum of twenty-five (25) feet of uplands at both banks to facilitate wildlife movement along this riverine corridor and provide continuity to the riverine corridor and previously constructed wildlife crossings. The bridge shall have a span adequate to accommodate wildlife (e.g. Deer) in accordance with Pasco County standards.

(3) The applicant shall complete mitigation and permitting for any species of special concern, threatened, endangered floral, or faunal species encountered on the property through the FFWCC and U.S. Fish and Wildlife, in compliance with the Pasco County Comprehensive Land Use Plan. The applicant shall also continue to monitor for the presence of all protected species through the period up to, and including, various construction phases and provide for the appropriate mitigation or permitting requirements.

The applicant shall submit all correspondence and proposed mitigation or take permits to the County for review and comment prior to commencement of these activities.

(4) The Applicant/Developer shall make every reasonable effort to relocate all gopher tortoises within the project site. In the event that on-site relocation is not reasonably possible, all gopher tortoises shall be relocated to an appropriate off-site location. In no event shall the Applicant/Developer seek to kill or wound any gopher tortoise without first receiving specific approval of the BOCC.

i. Wellfield Protection

(1) The Applicant/Developer shall comply with the current Wellhead Protection Ordinance (Section 612 of the Pasco County Land Development Code as amended).

(2) Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify Pasco County, TBW, and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by Pasco County and the SWFWMD:

(a) If the slumping or sinkhole formation becomes evident before or during construction activities, stop all work (except for mitigation activities) in the affected area and remain stopped until Pasco County and the SWFWMD approve resuming construction activities.

(b) Take immediate measures to ensure no surface water drains into the affected areas.

(c) Visually inspect the affected area.

(d) Excavate and backfill as required to fill the affected area and prevent further subsidence.

(e) Use geotextile materials in the backfilling operation, when appropriate.

(f) If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of five (5) feet from the bottom of the retention pond to the surface of the limerock clay or karst connection.

(g) If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, relocate the retention area.

(3) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer is prohibited.

j. Historical and Archaeological Sites

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical

Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

k. Land

(1) BMP to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four-(24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

l. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has indicated that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.

(b) Development of the project shall not result in levels of service for water and wastewater services below the acceptable levels of service established in the Comprehensive Plan.

(c) The Applicant/Developer agrees to use the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water and groundwater. Potable water (i.e., water that is treated and provided through a public-distribution system) shall not be used for the irrigation of common areas if lower quality water becomes reasonably available.

(d) Water-saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.), and xeriscape-type landscaping shall be encouraged within the project.

(e) High-efficiency, water-saving devices, irrigation systems, and low-volume, plumbing fixtures will be used throughout the project.

(f) Prior to construction, the Applicant/Developer shall provide the County with evidence that adequate water-supply capacity and wastewater capacity for that construction is available. The assurance shall include adequate water supply for firefighting purposes. Pasco County shall have the right to rely on assurances of adequate potable-water supply from TBW.

(g) Wastewater shall not be treated on-site or by a private utility, unless approved by Pasco County.

(h) No permanent septic tanks shall be installed on the Cypress Creek Town Center site. "Interim" septic tanks shall be removed from the site following completion of construction.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.

(b) Development of the project shall not result in levels of service for solid-waste collection/disposal below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project shall be obtained from Pasco County or other appropriate entities.

(c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(d) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the Cypress Creek Town Center.

m. Energy

(1) The energy-conservation measures referenced in the Applicant's/ Developer's Commitments, attached hereto as Exhibit D, shall be implemented.

(2) All Cypress Creek Town Center tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy, waste heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

n. Transportation

(1) Specific approval is hereby granted for Phase 1 of the CYPRESS CREEK TOWN CENTER DRI, as defined herein, subject to the conditions outlined herein. Specific approval of Phase 2 shall be contingent upon further Section 380.06, F.S. transportation analysis submitted through the Notice of Proposed Change process.

(2) Transportation Impact Fees and Credits: The Developer shall pay transportation impact fees and is eligible to receive transportation impact fee credits in accordance with Pasco County Transportation Impact Fee Ordinance No. 94-03, as amended, and the Development Agreement.

(3) Access Management: The Developer shall be responsible for construction of the access improvements to S.R. 56, S.R. 54 and C.R. 54 for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements, as determined by the County and FDOT at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project. All access improvements, number of access points and spacing of access points shown on Map H shall be subject to compliance with the provisions of the Florida Department of Transportation (FDOT) and Pasco County's access management regulations. The Development Agreement described in subsection n.(5) below, and Exhibit H to the Development Agreement, set forth: (a) the scope of the required and optional access improvements for the project, (b) which intersection improvements are part of the Pipeline Projects, (c) which access improvements are site-related improvements, and (d) which intersection improvements are eligible for impact fee credits.

(4) Mitigation: The Developer agrees to construct Pipeline Improvements as mitigation for the Cypress Creek Town Center DRI Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the Developer's proportionate share contribution for those improvement projects listed in Exhibit G (Required Phase 1 Improvements) attached hereto, is Twenty-Two Million, Nine Hundred and Ninety-Two Thousand and Ninety-Four and 00/100 Dollars (\$22,992,094) (the "Proportionate Share") in 2004 dollars. The Developer has elected to design, permit, construct, and acquire right-of-way (where necessary) for two pipeline projects to fully mitigate the transportation impacts of Phase 1 of the project. The first Pipeline Project is the design, permitting, construction and right-of-way acquisition (where necessary) for a new extension of C.R. 54 from the intersection of S.R. 56 and S.R. 54 south to County Line Road, including the construction of a 2-lane bridge over Cypress Creek and additional intersection improvements, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the C.R. 54 Extension Pipeline Project"). The C.R. 54 Extension Pipeline Project will serve as the last link of a County roadway connecting S.R. 52 to County Line Road through Old Pasco Road and C.R. 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit G), as well as improving the capacity of other north-south roadways near the project such as C.R. 581, Collier Parkway, Livingston Road

and Cypress Creek Road. The second Pipeline Project is the widening of S.R. 56 and S.R. 54 from a 4 lane divided arterial to a 6 lane divided arterial from the western I-75 ramps west to the existing 6 lane section approximately .6 miles east of U.S. 41, including intersection improvements at the S.R. 54/S.R. 56/C.R. 54 intersection and S.R. 54/Collier Parkway intersection, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the S.R. 54/56 Pipeline Project"). The C.R. 54 Extension Pipeline Project and S.R. 54/56 Pipeline Project are collectively referred to herein as the "Pipeline Projects".

The estimated cost of the C.R. 54 Extension Pipeline Project is at least six million dollars (\$6,000,000.00) in 2004 dollars. The Developer shall (1) design, permit, construct, and acquire right-of-way (where necessary) for the C.R. 54 Extension Pipeline Project, regardless of cost, pursuant to the terms of the Development Agreement discussed in subsection n.(5) below, or (2) make a payment to the County in the amount of six million dollars (\$6,000,000.00), plus three percent (3%) interest compounded annually from the adoption date of this Development Order to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for the C.R. 54 Extension Pipeline Project. The timing for making such election, Developer credit against the cash payment option for County-approved design, permitting, construction and right-of-way acquisition expenses on the C.R. 54 Extension Pipeline Project, and County application of the cash payment, are set forth in the Development Agreement discussed in subsection n.(5) below.

The estimated cost of the S.R. 54/56 Pipeline Project is twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) in 2004 dollars. The Developer shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project, regardless of cost, pursuant to the terms of the Development Agreement discussed in subsection n. (5) below; however, the County agrees to reimburse the Developer for (1) all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty-eight and six tenths percent (48.6%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project above twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00). County reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact fee credits as set forth in the Development Agreement discussed in subsection n. (5) below.

(5) Development Agreement: The County and Developer, following review by the Florida Department of Transportation (FDOT), have entered into a Development Agreement

attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects. The Development Agreement also contains: (a) the final detailed scope of the Pipeline Projects, (b) phasing requirements for the C.R. 54 Extension Pipeline Project, (c) a schedule for design, permitting, right-of-way acquisition, and construction of the Pipeline Projects, and/or payment in lieu of such requirements, to ensure that the Pipeline Projects are expeditiously constructed, (d) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further building permits or development approvals shall be issued until the Pipeline Projects have been recommenced to the satisfaction of the County, (e) provisions for assistance from Pasco County in the acquisition of right-of-way, and Developer right-of-way dedication requirements, for the Pipeline Projects as needed, (f) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule, (g) provisions addressing the payment of transportation impact fees and transportation impact fee credits, (h) insurance and indemnification requirements, and (i) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in subsection n.(4) above or which remove any condition required by Rule 9J-2.045, F.A.C. shall be amended in the Development Order through the NOPC process pursuant to Chapter 380, F.S.. All other amendments to the Development Agreement shall not require a NOPC or Development Order amendment.

(6) Traffic Monitoring

Eighteen months following construction plan approval, for vertical construction, of fifty (50) percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval, for vertical construction, of sixty-five 65 percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of PM peak-hour trip generation, whichever date is earlier, the Developer shall institute an annual monitoring program and provide annual monitoring reports to Pasco County, the Tampa Bay Regional Planning Council, and FDOT to verify that the allowable trips are not exceeded. The total driveway trips of the development shall not be allowed to exceed 3043 inbound and 3381 outbound p.m. peak-hour trips, for a total of 6424 p.m. peak-hour trips. The total pass by trips the development shall not be allowed to exceed is 1,472 p.m. peak-hour trips (sum of both directions). The monitoring program shall be in accordance with the following:

(a) The monitoring program shall obtain traffic field counts at appropriate locations to accurately measure the total and directional gross external trips, net external trips, diverted trips, and passerby trips. The counts shall be collected in accordance with acceptable engineering standards as approved by Pasco County.

(b) The counts shall consist of weekday p.m. peak directional counts from 4:00 p.m. to 6:00 p.m., with subtotals at fifteen (15) minute increments at all project entrances.

The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minutes totals will be summed to determine the project's total p.m. peak-hour traffic volume.

(c) The total count shall include net external trips, diverted trips, and pass-by trips for this development.

(d) If the monitoring reports indicate that the allowable trips are exceeded by more than five (5) percent or if the annual reports are not submitted within thirty (30) days of its due date Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and amend the DO to change or require additional improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

(7) Transportation System Management (TSM) Program

In the first year following the issuance of a Certificate of Occupancy for the first office development in the project, the Developer or its successor shall initiate a TSM program to divert vehicle trips from the p.m. peak-hour. The TSM program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM program shall be included in each Biennial Report.

o. Air Quality

(1) BMP, as identified in the ADA, shall be employed during site preparation and construction to minimize air quality impacts.

(2) Prior to preliminary plan approval in Phase 2 of the project, the Applicant/Developer or its successor shall submit an air-quality analysis regarding applicable Phase 2 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

(3) In the event that the required transportation analysis identifies additional intersection improvements needed to accommodate the impacts of the Cypress Creek Town Center project, DRI-level analysis for potential air-quality impacts shall also be conducted and the results provided to the TRBPC, the FDEP, and Pasco County for review. Any improvements determined necessary to mitigate air quality impacts shall be required in a DO amendment.

p. Educational Facilities

The Applicant/Developer agrees to pay school impact fees as full mitigation for the impacts of the residential component of the Cypress Creek Town Center on the Pasco County school system in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

q. Recreation and Open Space

The Applicant/Developer shall comply with the Pasco County Neighborhood Parks Ordinance, No. 02-03, adopted January 29, 2002, as amended.

r. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services (EMS) service to the development. The Pasco County Sheriff's Office shall provide law enforcement services to the development. The Applicant/Developer shall be required to pay impact fees for all such services.

(2) The Applicant/Developer shall review the concepts of "fire safe communities" as provided by the Division of Forestry, FDACS, and implement all appropriate measures.

(3) The Applicant/Developer shall coordinate with the Pasco County Sheriff's Office prior to construction to incorporate reasonable security features throughout the project.

(4) The Applicant/Developer shall provide the Pasco County Sheriff's Office 600 square feet of finished shell space in the main regional retail complex for use as a Sheriff's Substation to facilitate law enforcement activities. Said space shall be accessible directly from the exterior of the building that said space will be located within. In addition, a tourist center may be an ancillary use within the Sheriff's substation. The space shall be provided at no cost to the Sheriff's Office.

(5) The Applicant/Developer shall make available for a period of five years from the effective date of this DO, a site, for a Pasco County Sheriff's Office district facility. The said site and availability shall meet the following requirements:

- a. Be a minimum of 3,000 square feet in size.
- b. Be in configuration and location mutually acceptable by the Applicant/Developers and the Pasco County Sheriff's Office and visible to traveling public.
- c. Be provided as a price equal to the price per acre, adjusted pursuant to the minimum site size listed above, and used to establish the Pasco County Law Enforcement Impact Fee.
- d. Parking spaces pursuant to the County's Land Development Code shall be provided for the Sheriff's facility by the applicants/developers adjacent to the site at no cost to the County or Sheriff's Office.
- e. Drainage from the site and adjacent parking spaces shall be incorporated into the applicant's/developer's stormwater management plan at no cost to the County or Sheriff's Office.

If the County has adopted a Law Enforcement Impact Fee at the time the site is conveyed, the County may, at the County's option and in lieu of a cash payment, provide credit against the land portion of the Law Enforcement Impact Fee in an amount not to exceed the price stated above. The County or Sheriff's Office shall have one year from the effective date of the Cypress Creek Town Center DO to select a site. If the Applicants/Developers do not agree with the site selected by the County, no additional site plans shall be approved by the County until the County and applicants/developers have agreed upon a mutually acceptable site.

Conveyance of the site to the County shall occur within 90 days of the County's

request, shall be in a form acceptable to the County, and shall be free and clear of all liens.

s. Housing

The Applicant/Developer has completed an Affordable Housing Assessment for the nonresidential component of the Cypress Creek Town Center in accordance with the agreements reached at the DRI Preapplication Conference for the development conducted on January 28, 2002, and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units for development of all planned retail commercial, hotel, and office uses.

t. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

u. General Conditions

(1) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the Biennial Report.

(2) In the event ordinances or resolutions are adopted by the Board of County Commissioners establishing County impact fees for the purpose of funding solid waste, public safety, and/or wildlife mitigation, the Applicant/Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(3) Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Applicant/Developer in accordance with Rule 9J-2.0252, FAC.

(4) The DO for the project shall be adopted concurrently with the Comprehensive Plan Amendment necessary for the project.

(5) Approval of the Cypress Creek Town Center shall be contingent upon the project's consistency with the Pasco County Comprehensive Plan adopted pursuant to the Local Government Comprehensive Planning Act, Section 163, F.S., and the State and regional plans.

6. Procedures

a. Biennial Reports

(1) Monitoring of the Cypress Creek Town Center DRI by Pasco County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a Biennial Report on the required form to the Pasco County Growth Management Department, the TBRPC, and the FDCA on the two (2) year anniversary date of final adoption of this DO and every two (2) years during the term of this DO. The contents

of the Biennial Report shall meet the requirements of Section 380.06(18), F.S., and shall include all additional data and information as required in this DO.

(3) If the Biennial Report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all ongoing development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately pursuant to Section 380.06(17), F.S., as amended, until a public hearing has been held, pursuant to Section 380.06(19), F.S., as amended, to determine if a substantial deviation has occurred.

(4) In addition to the required elements of the Biennial Report, the Applicant/Developer shall include:

(a) The cumulative number of units developed through the land use tradeoff mechanism.

(b) The cumulative number of units (by type and square feet of retail and office/by number of rooms for hotels) with site plan approval (preliminary plan/construction plan/site plan), final plat approval, and Certificates of Occupancy.

(c) A synopsis of all DRI and zoning amendments.

(d) A synopsis of ownership (major parcels).

(e) A list of DRI/DO conditions of approval and whether the Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

Proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), F.S., as amended, prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, the FDCA, and Pasco County.

c. Notice of Adoption

(1) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), F.S., as amended.

(2) The Clerk of the Circuit Court, Secretarial Services, for the Board of County Commissioners shall return six (6) signed and certified copies of this DO and Notice of Adoption to the Pasco County Growth Management Department. The Development Services Branch shall then send copies of each document to the FDCA, the TBRPC, and to the attorneys-of-record of these proceedings.

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

DONE AND RESOLVED this 23rd day of November, 2004.



[Signature]
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA **APPROVED**

[Signature]
CHAIRMAN

NOV 23 2004

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

[Signature]
ATTORNEY

NOTICE OF ADOPTION OF THE DEVELOPMENT
ORDER FOR THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 05-40, dated November 23 2004, has adopted the development order (DO) for a Development of Regional Impact known as Cypress Creek Town Center. The above-reverenced DO constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO.

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

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

 **DONE AND RESOLVED** this 23rd day of November, 2004.



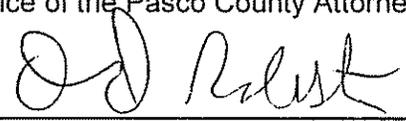
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS **APPROVED**
PASCO COUNTY, FLORIDA
NOV 23 2004



CHAIRMAN

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



ATTORNEY

EXHIBITS

- A ADA*; Sufficiency Responses*
- B TBRPC DRI Final Report*
- C Legal Description
- D Developer's Commitments
- E Land Use Equivalency Matrix
- F Map H - Master Plan
- G Transportation Impact Summary & Proportionate Share Calculation
- H Development Agreement
- I Cypress Creek Outstanding Florida Waters Boundary Map

* Incorporated by reference only

EXHIBIT C

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County,

Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in

Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4 of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT D

DEVELOPER'S COMMITMENTS

DRI NO. 252 - CYPRESS CREEK TOWN CENTER

PASCO COUNTY

The following commitments have been made by, or on behalf of, the Applicant/Developer in the ADA, the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

General

1. A new roadway through the south parcel may be created as an extension of C.R. 54 south from its intersection with S.R. 56 (ADA/Page 10.4).
2. The office uses located on the north side of S.R. 56 will be designed in a campus setting nestled between two (2) large wetland areas and accessed via the internal roadway loop (ADA/Page 10.4).
3. Wetlands bordering Cypress Creek on the south of the project will remain largely in their natural state, providing for natural site drainage and overall project aesthetics (ADA/Page 10.11).
4. The multifamily residential land uses within Cypress Creek Town Center will contain both active and passive, private, recreation facilities for use by their residents. It could be expected that swimming, tennis, hiking/nature trails, and similar facilities would be provided (ADA/Page 10.11).
5. Much of the on-site wetland system associated with Cypress Creek, including mixed wetland forest, cypress strands, swamps, and marshes of the Cypress Creek Town Center, will be protected and maintained, thus preserving the functioning of these natural systems (ADA/Page 10.13).
6. The project's stormwater management system will be integrated into the natural wetlands ensuring that surface and groundwater quality during and after development will meet or exceed all State and local water-quality standards (ADA/Page 10.14).
7. The project will utilize approved methodologies for prevention of fugitive dust particles during construction (ADA/Page 10.14).
8. Cypress Creek Town Center will provide access for its residents through the creation of recreational easements developed in conjunction with on-site ponds and wetland areas to maintain accessibility to natural resources (ADA/Page 10.14).
9. Cypress Creek Town Center will comply with their requirements for installation of water-saving fixtures and adherence to water-conserving maintenance practices (ADA/Page 10.14).
10. Access to natural systems on site will be provided for residents of the project through methods, such as boardwalks and/or nature trails (ADA/Page 10.15).
11. Preserved on-site wetlands will be retained in their natural state or enhanced in an effort to address impacts related to prior access and poor quality attributable to recent agricultural and silviculture operations (ADA/Page 10.15).
12. Where impacts are anticipated, permitting and mitigation standards will ensure that postdevelopment, natural and recreated resources are at least equal to and most likely higher quality and of a greater quantity than those existing in predevelopment condition (ADA/Page 10.17).
13. The project will utilize public wastewater collection and treatment services as well as reuse water supply, if available (SR1/Page 10.4).
14. Wetland mitigation is proposed to occur within the Hillsborough River Basin containing the proposed project (SR1/Page 10.6).

Vegetation and Wildlife

15. In the case of gopher tortoises, the Applicant/Developer intends to provide mitigation for take of tortoises through donation to the FFWCC mitigation bank (ADA/Page 12.13).

16. Loss of existing on-site wetland habitat will be mitigated through enhancement, restoration, and creation of wetlands in the Hillsborough River Basin. Regionally, no loss of breeding or foraging habitat for cranes is anticipated (ADA/Page 12.13).
17. The mitigation program will replace wetland functions lost on site with a greater quality and function of restored wetlands on and off site (SR1/Page 12.4).
18. The Applicant/Developer is preserving the entirety of Cypress Creek OFW lands located on the site. The proposed roadway crossing over Cypress Creek will be designed to minimize impacts to the environmentally sensitive areas (SR1/Pages 10.10 and 12.5).
19. The Applicant/Developer will commit to the roadway crossing having an adequate underpass to accommodate wildlife and that the remainder of the Cypress Creek OFW be set aside as preservation area (SR1/Pages 10.11 and 12.6).
20. Prior to development, appropriate permits will be obtained from the FFWCC to handle incidental "take" of listed species, including the gopher tortoise and its commensals (SR1/Page 12.6).
21. If cranes are nesting in a wetland, construction in or adjacent to that wetland will be avoided until the cranes have completed nesting (SR1/Page 12.7).
22. Any roadway crossing over Cypress Creek will allow wildlife movement under the roadway (SR1/Page 12.8).
23. Wetland impacts due to surface-water management will be mitigated within the overall off-site mitigation solution being developed (SR2/Page 12.3).
24. Oversized littoral zones will be constructed at the outfalls of each [pond] system (SR3/Page 12.1).
25. The bottom of wet pond, littoral zones will be covered with partially degraded, vegetative matter and peaty materials that possess natural ion-exchange abilities (SR2/Page 12.2).
26. It is anticipated that the surface-water monitoring plan will require sampling during and following construction to ensure that water quality on and exiting the site remains the same or is improved by the proposed surface-water management system (SR2/Page 12.3).
27. Through an approved wetland mitigation plan, the Applicant/Developer will provide at least as much foraging habitat, through an as yet undetermined combination of wetland enhancement, restoration, and creation as is lost onsite. (SR2/Page 12.5)
28. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).

Wetlands

29. The Applicant/Developer will use BMP, such as silt fencing and hay bales to protect wetlands during construction (ADA/Page 13.3).
30. Several techniques will be used to maintain/restore the preserved wetlands in a natural state (SR1/Pages 13.2 and 13.3):
 - a. During construction, wetlands will be protected from erosion and siltation by placement of silt fences, hay bales, or other appropriate measures.
 - b. An average twenty-five (25) foot buffer will be maintained between wetlands and developed areas.
 - c. Pretreatment areas such, as grease baffles, swales, or other measures to reduce entry of oils, trash, etc., into the wetlands will protect wetlands incorporated into the surface-water management system.
 - d. Key elevations (seasonal-high water and normal pool) will be established for any wetland to be incorporated into the surface-water management system.
31. All water-control structures will be designed to maintain natural hydroperiods and water levels in the natural wetlands. During the engineering design phases of the project, appropriate analyses will be conducted to establish appropriate depths for the floodplain-compensation areas and to provide either

- adequate distance or engineering solutions that will prevent the dewatering of wetlands (SR1/Page 13.2).
32. There will be no stormwater discharges directly into any area mapped as part of the Outstanding Florida Water (SR1/Page 13.7).
 33. The Applicant/Developer will place stipulations in any sales or lease agreements that prohibit discharges to groundwater (SR1/Page 13.7).
 34. The Applicant/Developer will place stipulations in the sales or lease agreements that developers of individual parcels must comply with xeriscape principles and principles of the Florida Yards and Neighborhoods (FY&N) Program to the extent the latter apply to retail and office settings (SR1/Page 13.8).
 35. The Applicant/Developer will conduct such testing (geotechnical investigation) as is appropriate to support the surface water management system design and construction engineering processes. (SR1/Page 13.9).
 36. Although wetlands are proposed to be removed from the project site, substantial mitigation for those impacts will be provided that will result in an increased in total quantity of wetlands within the Hillsborough River Basin and/or enhancement/improved quality of other wetlands within the watershed (SR2/Page 10.2).
 37. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).
 38. Mitigation will occur within the Hillsborough River Basin (SR3/Page 13.5).
 39. Conservation easement(s) will be provided for mitigation areas (SR3/Page 13.5).
 40. The developer shall submit a detailed Ecosystem Improvement Plan ("Ecosystem Plan") prior to approval of any preliminary site plan or preliminary plan that would impact any on-site wetlands. The Ecosystem Plan shall include a "net ecosystem benefit," as defined in Section 403.0752, F.S. (SR4/Page 13.2).
 41. The Ecosystem Plan shall be designed to meet the Future of the Region Strategic Regional Policy Plan, Regional Goal 4.5 and related policies (SR4/Page 13.3).
 42. Within proposed DO conditions, the amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on site) and the gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD(SR4/Page 13.3).
 43. The proposed mitigation will be in some combination of wetland creation, enhancement, and preservation that will provide greater relative values of function than the areas to be affected. The mitigation is proposed to enhance regional, wetland functions in a manner that will be permanent (SR4/Page 13.8).
 44. More detailed, in-depth analysis (of stormwater treatment) will be conducted when the mall layout has been determined. No treatment ponds will outfall into the OFW, so further wetland treatment will occur before water reaches the OFW (SR4/Page 13.9).
 45. The Applicant/Developer is willing to encumber the remaining wetlands (postdevelopment) with a conservation easement (SR4/Page 13.10).

Water Quality

46. The wetlands that will be retained after the proposed development will be buffered by swales and stormwater ponds that are created for stormwater attenuation and treatment for the project (ADA/Page 14.3).
47. The surface-water management system proposed for the site will be designed to protect surface-water quality through the use of grass-swale systems, surface-water detention ponds, and stormwater-attenuation ponds. The design will incorporate on-site detention of the first one (1) inch of runoff (ADA/Page 14.4).
48. Construction BMPs will be used to prevent construction-related, turbidity and erosion problems (ADA/Page 14.5).

49. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
50. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade, then seeded or sodded as required (ADA/Page 19.5).
51. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
52. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
53. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
54. Before disturbance occurs in any area of construction, perimeter controls, sediment traps, basins, and diversions will be in place to control runoff and capture sediments. Areas in the vicinity of water bodies, wetlands, slopes, etc., will be prioritized to receive effective stabilization as quickly as possible, preferably prior to the next anticipated precipitation event and always within seven (7) days of disturbance. Graded areas that will not be the focus of ongoing construction will be mulched immediately rather than waiting until all project grading is done. Any construction roads will be stabilized to prevent off-site sedimentation and to keep sediments off of public roads and completed project roads (SR2/Pages 14.2-14.3).

Soils

55. Spoil derived from soils unsuited for construction will be used to the extent feasible in landscape berms and similar areas (ADA/Page 15.5).
56. Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify the County and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by the County and the SWFWMD (SR3/Page 15.1).

Floodplains

57. In the postdevelopment situation, the floodplain limits will be contained within the stormwater management system. No proposed development will lie within the revised floodplain (SR2/Page 16.1).
58. The pond south of the development adjacent to Cypress Creek will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).

Water Supply

59. The development will commit to encourage the use of water-conserving, landscape materials and the responsible use of water, pesticides, and fertilizers by the occupants (ADA/Page 17.3).
60. The Applicant/Developer will use the lowest quality of water available for irrigation purposes. Those sources will include nonpotable quality groundwater, stormwater, and/or reclaimed water (when available). Irrigation systems shall be designed, installed, and operated for water-use efficiency (ADA/Page 17.3).
61. For the purpose of potable-water conservation, installation of high-efficiency (low volume), plumbing fixtures, appliances, and other water-conservation devices shall be used (ADA/Page 17.3).
62. The above-referenced water-saving measures will be enforced through such devices as deed restrictions, property owners' associations' rules and regulations and/or building design standards (ADA/Page 17.3).

63. The developer has no objections to a requirement that excavations for retention/detention facilities will not remove any of the confining clay unit and in no event will contact the limestone aquifer (SR1/Page 17.2).
64. The Applicant/Developer will request a commitment for service from the public reuse system (since it has been installed adjacent to the subject property) (SR3/Page 17.1).

Wastewater Management

65. Interim use of septic tanks may be requested although it is not expected that septic tanks will be used on site (ADA/Page 18.2).
66. At such time as those uses (for sales offices, construction trailers and the like) are no longer needed, the "interim" septic tanks would be removed (SR1/Page 18.1).
67. The Cypress Creek Town Center DRI project will utilize reuse water if sufficient quantities are available from Pasco County to meet the project's demands and if the water quality provided is such that it does not degrade groundwater quality (SR1/Page 18.2).

Stormwater Management

68. There will be a floodplain mitigation pond south of the development adjacent to Cypress Creek. That pond will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).
69. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
70. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade then seeded or sodded as required (ADA/Page 19.5).
71. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed (ADA/Page 19.6).
72. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
73. All side slopes and maintenance berms (of detention ponds) will be periodically mowed and cleaned. During the mowing operation, the ponds will be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade with seeding or sodding as required. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides, and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
74. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
75. The development will be designed with the most efficient method for stormwater treatment, which is the construction of wet detention/bioretention systems (SR4/Page 19.1).

Solid Waste/Hazardous Waste/Medical Waste

76. No hazardous wastes are anticipated for this project; however, commercial and/or office tenants will be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the disposal of such materials (ADA/Page 20.2).

Transportation

77. Cypress Creek Town Center supports transit use and will work with Pasco County or other appropriate entities to make transit service available to the site at such time as service becomes available. All

primary access points and major internal-circulation roadways will be designed and constructed to provide sufficient geometry to accommodate transit vehicles (ADA/Page 21.8).

Air Quality

78. To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust (ADA/Page 22.1).

Hurricane Preparedness

79. The Applicant/Developer will coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane- and wind-resistant technology into the design criteria of all commercial, office and hotel facilities (ADA/Pages 23.1 and 23.2).

Recreation and Open Space

80. Approximately 82.2± acres, or more than 16 percent of the site, will be available in the form of open space and wetlands (ADA/Page 26.1).

Health Care

81. At the present time, it is anticipated that the office use will not contain medical offices (SR1/Page 28.1).

Energy

82. Xeriscape landscaping methods will be recommended wherever possible to reduce irrigation and energy needs by selecting and grouping plants with similar water needs that are most suitable to the climate and conditions of the area (ADA/Page 29.3).

EXHIBIT E (Revised 10/04)
 CYPRESS CREEK TOWN CENTER DRI
 PHASE 1 - LAND USE EQUIVALENCY MATRIX

<u>Change To:</u>	<u>Office</u>	<u>Retail (northside)</u>	<u>Hotel (northside)</u>	<u>Multi-Family (northside)</u>	<u>Retail (southside)</u>	<u>Hotel (southside)</u>	<u>Movie Theater</u>
<u>Change From:</u>							
Office	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Retail (northside)	1,111 sf/ksf (1.1113) ³	N/A	3.29 rm/ksf (3.2926) ³	N/A	991 sf/ksf (0.9905) ³	3.12 rm/ksf (3.1193) ³	20.23 seat/ksf (20.2250) ³
Hotel (northside)	338 sf/rm (0.3375) ³	304 sf/rm (0.3037) ³	N/A	N/A	301 sf/rm (0.3008) ³	0.95 rm/rm (0.9474) ³	6.75 seat/rm (6.7500) ³
Multi-Family (northside)	348 sf/du (0.3481) ³	313 sf/du (0.3133) ³	1.03 rm/du (1.0315) ³	N/A	310 sf/du (0.3103) ³	0.98 rm/du (0.9772) ³	6.96 seat/du (6.9625) ³
Retail (southside)	1,122 sf/ksf (1.1219) ³	1,010 sf/ksf (1.0096) ³	3.32 rm/ksf (3.3240) ³	N/A	N/A	3.15 du/ksf (3.1491) ³	22.44 seat/ksf (22.4375) ³
Hotel (southside)	356 sf/rm (0.3563) ³	321 sf/rm (0.3206) ³	1.06 rm/rm (1.0556) ³	N/A	318 sf/rm (0.3176) ³	N/A	7.125 seat/du (7.125) ³
Movie Theater	N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ Land use exchanges are based on net external p.m. peak hour two-way project traffic. Use of this matrix shall be limited to the following minimums and maximums to ensure that impacts for transportation, water, wastewater, solid water, and affordable housing are not exceeded.

<u>Land Use</u>	<u>Minimum</u>	<u>Approved</u>	<u>Maximum</u>
Office	120,000 sf	120,000 sf	600,000 sf
Retail (northside)	250,000 sf	600,000 sf	1,100,000 sf
Hotel (northside)	0 rooms	150 rooms	800 rooms
Multi-Family (northside)	120 dus	230 dus	230 dus
Retail (southside)	1,000,000 sf	1,300,000 sf	1,800,000 sf
Hotel (southside)	0 rooms	200 rooms	800 rooms
Movie Theater	- (-)	(-)	4,000 seats

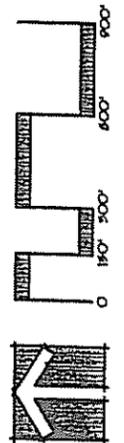
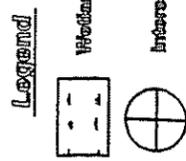
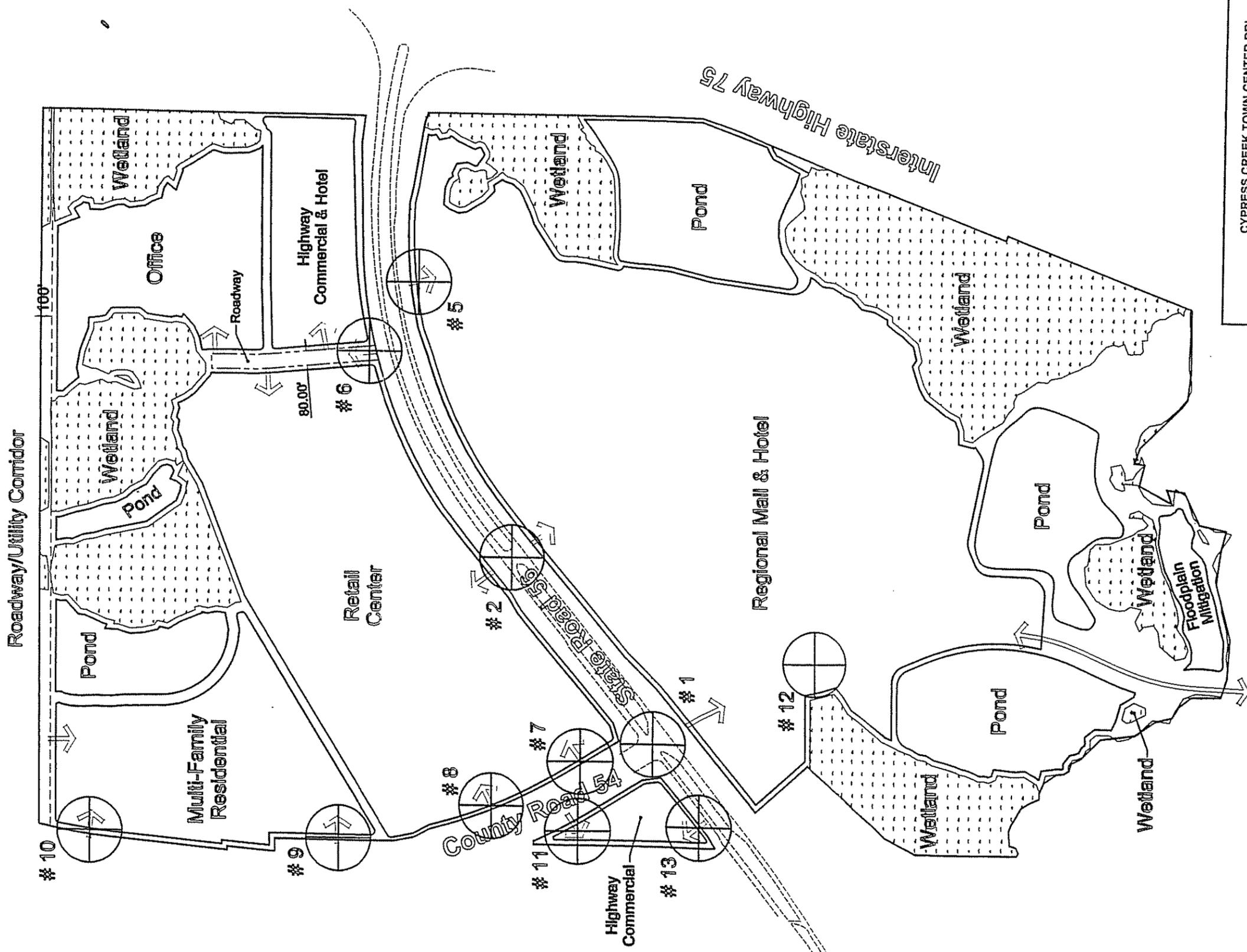
² Example exchanges: Add 100 Hotel rooms (northside) by reducing Retail (northside), 100 rooms ÷ 3.2926, retail factor =30.371; reduce retail by 30,371 sf

³ Actual Equivalency factor for use in calculations

EXHIBIT F

MAP H - MASTER PLAN

2526



SOURCE: WILSONMILLER

CYPRESS CREEK TOWN CENTER DRI DEVELOPMENT INFORMATION

DEVELOPMENT CATEGORY*	PHASE 1 2008	PHASE 2 2011	TOTAL
	NORTH PARCEL		
RETAIL CENTER	600,000 S.F.	0 S.F.	600,000 S.F.
HIGHWAY COMMERCIAL	56,000 S.F.	0 S.F.	56,000 S.F.
OFFICE	120,000 S.F.	300,000 S.F.	420,000 S.F.
HOTEL	150 ROOMS	150 ROOMS	300 ROOMS
MULTI-FAMILY RESIDENTIAL	230 UNITS	400 UNITS	630 UNITS
SOUTH PARCEL			
REGIONAL MALL	1,300,000 S.F.	215,000 S.F.	1,515,000 S.F.
HOTEL	200 ROOMS	200 ROOMS	400 ROOMS
WEST PARCEL			
HIGHWAY COMMERCIAL	40,000 S.F.	0 S.F.	40,000 S.F.

* Land uses may be modified in accordance with the proposed Equivalency Matrix.
Prepared By: WilsonMiller, Inc., June 2003.

CYPRESS CREEK TOWN CENTER
Pasco County, Florida

MAP H
MASTER DEVELOPMENT PLAN

MAY 2002
(Revised
October 2004)

WilsonMiller, Inc.
Project Coordination, Planning
and Transportation

Biological Research Associates, Ltd.
Environmental

Burns & Associates, Inc.
Stormwater

Burkheimer, Smother & Boives, P.A.
Legal Counsel

EXHIBIT G

TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE				
Cypress Creek Town Center DRI				
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share
Phase 1 (2008)				
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996
S.R. 54/C.R. 577		n/a	19.2	n/a
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a
S.R. 56/I-75	EB Left	\$691,200	100.0	\$691,200
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4	\$6,400
<i>Freeway Ramps</i>				
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200
I-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
PHASE 1 TOTAL		\$4,322,200		\$2,408,668
Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road				

ROADWAY IMPROVEMENT PROPORTIONATE SHARE
Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
S.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	803,603
S.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	3,382,166	919,949
S.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	601,335
S.R. 54	Collier Parkway to Livingston -WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	1,360,793	687,745
S.R. 54	Livingston to Cypress Creek Run -EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,617,416
S.R. 54	Livingston to Cypress Creek Run -WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	2,690,760	1,411,842
S.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	641,937
S.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	1,067,937	822,204
C.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	219,931
C.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413
C.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,559,868
C.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224
C.R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374
C.R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010
S.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283
S.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634
S.R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309
S.R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁵	186	870	0.2138	3,547,704	758,499
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁵	213	870	0.2448	3,547,704	868,478
I-75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759
I-75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637
I-75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	960,604
I-75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,681
I-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,70	264	1,570	0.1682	4,933,250	829,773
I-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721
TOTAL PHASE 1									68,181,169	20,583,426

² See Per Mile Roadway Improvement Costs Worksheet Appended
⁴ Project Traffic Divided By Service Volume Increase

³ Future Service Volume Less Existing Service Volume
⁵ No Right-of-Way Required

EXHIBIT H

DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
PASCO 54 LTD., PASCO RANCH, INC. AND
PASCO PROPERTIES OF TAMPA BAY, INC.
FOR DEVELOPMENT OF REGIONAL IMPACT NO. 252**

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc., collectively hereinafter called the "DEVELOPER."

WITNESSETH:

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

WHEREAS, on _____, Pasco COUNTY-approved a Development Order with conditions for the Development of Regional Impact No. 252 (hereinafter "DO") in response to an Application for Development Approval ("ADA") for DRI No. 252 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and

WHEREAS, Exhibit G attached to the D.O., and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Exhibit G, and attached hereto as Exhibit B; and

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

WHEREAS, the DO establishes the amount of Twenty-two Million Nine Hundred and Ninety Two Thousand and Ninety Four Dollars (\$22,992,094) as the DEVELOPER's proportionate share contribution for the transportation impacts of the build-out of Phase I of the Project and requires the DEVELOPER to construct improvements to S.R. 56, S.R. 54, and C.R. 54 Extension as described in this Agreement (the "Pipeline Projects"); and

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to accept the application of the DEVELOPER's proportionate share contribution toward the construction of the Pipeline Projects as adequately mitigating the extra-jurisdictional impacts of the Project on the significantly impacted state and regional roadways; and

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Projects, and to insure consistency between the DO and this Development Agreement.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this Agreement to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, right-of-way acquisition, permitting, and construction of the Pipeline Projects. This Agreement is intended to define the terms and conditions of the COUNTY's and the DEVELOPER's participation in the Pipeline Projects, as further defined herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this Agreement is identified on Exhibit A. The holder of legal title is Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc. Two pond sites, legally described on Exhibit "C" to this Agreement, are owned by the FDOT (the "FDOT Ponds"). The western most of the FDOT Ponds is used for floodplain mitigation (the "Floodplain Mitigation Pond"); the eastern most of the FDOT Ponds is used as a stormwater facility serving SR 56 ("Pond 30"). The Floodplain Mitigation Pond is in the right-of-way corridor for CR 54 Extension and will be conveyed by FDOT prior to construction plan approval for CR 54 Extension. Pond 30 may be moved to another area on the Project, subject to FDOT approval and appropriate required permitting. If FDOT fails to convey the FDOT Ponds to the DEVELOPER prior to preliminary plan approval of any portion of the Project that includes the FDOT Ponds, or fails to agree to the use of the FDOT Ponds for the Project and Pipeline Projects by such deadline, the COUNTY and DEVELOPER may be required to renegotiate the required transportation mitigation for the Project, which may require an amendment of this Development Agreement.

b. Duration and Effective Date: This Agreement shall be for a duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this Development Agreement. The effective date of this Development Agreement shall be the same as the effective date of the Development Order.

c. Development Uses of Land: On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 6288 to rezone the Project from A-C to MPUD. Rezoning Petition No. 6288 and the Development Order will set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through improvements to S.R. 54, S.R. 56 and the C.R. 54 Extension (the "Pipeline Projects"). Adequate potable water and wastewater services for the Project are available through the COUNTY's existing water and sewer lines along S.R. 56, subject to a Utilities Service Agreement with the COUNTY. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY's Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the Development Order, the COUNTY's approved construction plans, and satisfaction of all COUNTY State and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations ("Reservations") and dedications for public purposes ("Right[s]-of-Way") shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated November 23, 2004, and this Development Agreement.

additional intersection improvements which are depicted on Exhibit D attached hereto and incorporated herein, and (iii) all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the pipeline project (the "Roadway Appurtenances") (collectively referred to herein as "the CR 54 Extension Pipeline Project"). The CR 54 Extension Pipeline Project will serve as the last link of a County roadway connecting SR 52 to County Line Road through Old Pasco Road and CR 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit B), as well as improving the capacity of other north-south roadways near the Project such as CR 581, Collier Parkway, Livingston Road and Cypress Creek Road. The DEVELOPER shall (1) design, permit, construct and donate right-of-way for Segment #1 and Segment #2 of the CR 54 Extension Pipeline Project (described below), regardless of cost and at no cost to the COUNTY. In addition, the DEVELOPER shall (a) design, permit, construct and acquire right-of-way (where necessary) for Segment #3 of the CR 54 Extension Pipeline Project (described below), regardless of cost and at no cost to the COUNTY or (b) make a payment to the COUNTY in the amount of six million dollars (\$6,000,000.00), plus three (3%) percent interest compounded annually from the effective date of this Development Agreement to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for Segment #3 of the CR 54 Extension Pipeline Project. The timing for making the election for Segment #3, and the required timeline and specifications for each segment of the CR 54 Extension Pipeline Project are set forth below.

(a) C.R. 54 Extension Segment #1--The first 1,000 feet of the CR 54 Extension Pipeline Project south of the CR 54/SR 54/SR 56 intersection, or to the first Project entrance, whichever is greater, shall be designed, permitted and constructed by the DEVELOPER as a 4 lane divided urban section, including all Roadway Appurtenances necessary for a 4 lane divided urban roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #1"). The design and permitting for Segment #1 shall be completed prior to or concurrent with the first construction plan approval for buildings within the Project south of S.R. 54/56, and the construction of Segment #1 shall be completed prior to issuance of the first Certificate of Occupancy for any building within the Project south of S.R. 54/56. The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for Segment #1 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #1 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and construction expenses incurred by the DEVELOPER for Segment #1 are not eligible for transportation impact fee credits or COUNTY reimbursement and are not eligible for credit against the Segment #3 Payment (defined below). In addition, the Segment #3 Payment shall not relieve the DEVELOPER of its Segment #1 obligations as set forth in this subsection.

(b) C.R. 54 Extension Segment #2--The segment of the CR 54 Extension south of Segment #1 and north of the entrance to the bridge over Cypress Creek shall be designed, permitted and constructed by the DEVELOPER as a 2 lane undivided rural section (offset), including all Roadway Appurtenances necessary for a 4 lane divided rural roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #2"). The design and permitting of Segment #2 shall be completed prior to or concurrent with the first

construction plan approval for buildings within the Project south of S.R. 54/56, and construction of Segment #2 shall be completed as necessary to serve development of the Project south of Segment #1, or within six (6) months of COUNTY construction plan approval for Segment #3 (as set forth below), whichever occurs first. The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for Segment #2 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #2 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and construction expenses incurred by the DEVELOPER for Segment #2 are not eligible for transportation impact fee credits or COUNTY reimbursement and are not eligible for credit against the Segment #3 Payment (defined below). In addition, the Segment #3 Payment shall not relieve the DEVELOPER of its Segment #2 obligations as set forth in this subsection.

(c) C.R. 54 Extension Segment #3--The segment of the CR 54 Extension Pipeline Project south of Segment #2 to County Line Road shall be designed, permitted and constructed by the DEVELOPER as a 2 lane undivided rural section (offset), including all Roadway Appurtenances necessary for a 2 lane undivided rural roadway and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #3"). The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for any portion of Segment #3 lying within the Project prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56, and shall acquire eighty feet (80') of right-of-way for any portion of Segment #3 lying outside the Project consistent with Section 5j. of this Agreement. Prior to construction plan approval of the first one million (1,000,000) square feet of vertical development south of S.R. 54/56, or prior to construction plan approval for Segment #3, whichever occurs first, the DEVELOPER shall elect to (a) design, permit, construct and acquire right-of-way (where necessary) for Segment #3, regardless of cost and at no cost to the COUNTY ("Segment #3 Construction Option") or (b) make a payment to the COUNTY in the amount of six million dollars (\$6,000,000.00), plus three (3%) percent interest compounded annually from the effective date of this Development Agreement to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for Segment #3 ("Segment #3 Payment Option" or "Segment #3 Payment"). The DEVELOPER shall make such election by written notice to the COUNTY. If the DEVELOPER elects the Segment #3 Construction Option, the DEVELOPER shall post the letter of credit required by Section 9 of this Agreement, and shall complete design, permitting, right-of-way acquisition, and construction of Segment #3 (including acceptance of Segment #3 by the COUNTY) no later than twenty-four (24) months after the date the letter of credit for Segment #3 is accepted by the Board of County Commissioners. If the DEVELOPER elects the Segment #3 Payment Option, the required payment shall be made to the COUNTY prior to construction plan approval of the first one million (1,000,000) square feet of vertical development south of S.R. 54/56. Selection of the Segment #3 Payment Option shall relieve the DEVELOPER of its right-of-way acquisition obligations outside the Project for Segment #3, but shall not relieve the DEVELOPER of its right-of-way donation obligations for Segment #3 within the Project. The COUNTY may utilize the Segment #3 Payment to design, permit, acquire right-of-way for, or construct Segment #3, for intersection or roadway improvements on roads parallel to the C.R. 54 Extension Pipeline Project, and/or for those improvement projects listed in Exhibit B. If the COUNTY utilizes the Segment #3 Payment to design, permit, acquire right-of-way for, or construct Segment #3, the COUNTY shall credit or reimburse the DEVELOPER for COUNTY-approved design, permitting, right-of-

way acquisition and construction expenses for Segment #3, provided that the DEVELOPER provides or conveys any work product associated with such expenses to the COUNTY. COUNTY credit or reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations (except for CIP limitations or Impact Fee Ordinance limitations), as requests for transportation impact fee credits as set forth in Section 8 of this Agreement. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #3 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donation/acquisition, and construction expenses incurred by the DEVELOPER for Segment #3 and/or the Segment #3 Payment are not eligible for transportation impact fee credits or COUNTY reimbursement, except for the credit or reimbursement of the Segment #3 Payment set forth in this paragraph.

(d) In the event that the DEVELOPER's final approved design plans for the CR 54 Extension Pipeline Project vary from the right-of-way dedicated by the DEVELOPER pursuant to the requirements set forth above, then the DEVELOPER shall convey such additional right-of-way as is necessary to be consistent with its final design plans and the COUNTY shall re-convey any portion of the dedicated right-of-way which is no longer consistent with the final design plans, provided that the final right-of-way donated by the DEVELOPER within the Project shall in all events remain not less than 142' wide.

(e) SR 54/56 Pipeline Project--The second pipeline project is the widening of SR 56 and SR 54 from a 4-lane divided arterial to a 6-lane divided arterial from the western I-75 ramps west to the existing 6-lane section approximately six tenths (.6) miles east of US 41, including the S.R. 54 and S.R. 56 Pipeline Project intersection improvements which are depicted on Exhibit D attached hereto and incorporated herein, and all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and permitting agencies to be necessary during the design and permitting of the pipeline project (the "Roadway Appurtenances") (collectively referred to herein as "the SR 54/56 Pipeline Project"). The estimated cost of the SR 54/56 Pipeline Project is twenty one million one hundred fifty two thousand ninety eight dollars (\$21,152,498.00). The DEVELOPER shall design, permit, construct and acquire right-of-way (where necessary) for the SR 54/56 Pipeline Project, regardless of cost. However, the COUNTY agrees to reimburse the DEVELOPER for (1) all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the SR 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all COUNTY-approved design, permitting, construction, and right-of-way acquisition expenses for the SR 54/56 Pipeline Project between twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty eight and six tenths (48.6%) percent of all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the SR 54/56 Pipeline Project in excess of twenty three million five hundred sixty four thousand dollars (\$23,564,000.00). COUNTY reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact fee credits as set forth in Section 8 of this Agreement. COUNTY-approved design, permitting, right-of-way acquisition and construction expenses for the SR 54/56 Pipeline Project that are not reimbursed

by the COUNTY pursuant to this paragraph are eligible for transportation impact fee credits in accordance with the procedures and limitations set forth in Section 8 of this Agreement.

The DEVELOPER shall commence design and permitting of the S.R. 54/56 Pipeline Project within six (6) months of the effective date of this Development Agreement. Within thirty (30) days of such time as the 60% design plans have been approved for the S.R. 54/56 Pipeline Project, the DEVELOPER shall begin acquisition of any needed right-of-way for the S.R. 54/56 Pipeline Project in accordance with Section 5.j. of this Agreement. Construction of the S.R. 54/56 Pipeline Project shall be complete and accepted by FDOT on or before December 31, 2008.

5. PIPELINE PROJECTS DESIGN, PERMITTING AND RIGHT OF WAY ACQUISITION.

a. Design, Permitting and Right of Way Acquisition: The DEVELOPER shall design, permit and acquire necessary right-of-way for the Pipeline Project in accordance with the terms of this Agreement. The Pipeline Projects shall be designed consistent with the design criteria of the Florida Department of Transportation (FDOT). If required by FDOT, the design of the S.R.54/56 Pipeline Project will include a reevaluation of the existing Preliminary Design and Engineering (PD&E) Study for S.R. 54/56 and/or a State Environmental Impact Report (SEIR). The construction contractors used by the DEVELOPER to complete the S.R. 54/56 Pipeline Project shall be satisfactory to FDOT.

b. Design and Construction Requirements: All design, permitting, and construction for the Pipeline Projects shall be in accordance with the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes and the COUNTY, and construction plans shall comply with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities. Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the Pipeline Projects' routes, shall be owned, operated and maintained by FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. If the Pipeline Projects' drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the Pipeline Projects' route, all such drainage facilities shall remain owned by the underlying land owner (including the DEVELOPER where applicable), and operation and maintenance of same shall be the responsibility of the respective underlying land owner. The underlying land owner shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing drainage facilities serving the Pipeline Projects, including those facilities that are commingled or combined, so that FDOT or the COUNTY has the ability to maintain the facilities associated with the Pipeline Projects in the event the DEVELOPER or other respective underlying land owners default on its (or their) obligation to maintain the facilities.

d. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the Pipeline Projects are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as

applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the Pipeline Projects are commingled/combined with wetland and flood plain mitigation areas of the Project or any other facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by the underlying land owner (including the DEVELOPER, where applicable). Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and flood plain mitigation areas associated with the Pipeline Projects which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Pipeline Projects, including those areas that are commingled or combined, so FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

e. COUNTY/FDOT Review and Approval of Design: For the S.R. 54/56 Pipeline Project, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans, or as otherwise may be approved in writing by FDOT, to FDOT for review and approval, and to the COUNTY for review and approval for consistency with the terms and conditions of this Agreement. For the C.R. 54 Extension Pipeline Project, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans, or as otherwise may be approved in writing by the COUNTY, for the C.R. 54 Extension Pipeline Project to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Projects from FDOT or the COUNTY, as applicable, prior to commencement of any bidding of the Pipeline Projects. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify DEVELOPER if not complete and correct within five (5) business days of receipt of the submission by DEVELOPER. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for each Pipeline Project (or sooner if required by other sections of this Agreement) an estimate of the cost of constructing the Pipeline Project, including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimate"). All plans, once accepted and approved for construction by FDOT or the COUNTY, as applicable, shall become the property of the FDOT or the COUNTY.

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

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

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER, or engineers or contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, or engineers or contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or

share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities' infrastructure in conflict with the Pipeline Projects. Relocation of any utilities infrastructure which is in conflict with the Pipeline Projects shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The COUNTY agrees upon request of DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes, in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits.

j. Right-Of-Way Acquisition:

(1) DEVELOPER shall be responsible within the time frames set forth in this Agreement for right-of-way acquisitions or donations necessary for the construction of the Pipeline Projects which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site storm water drainage facilities, off-site stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Pipeline Projects which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) If necessary, efforts will be made by the COUNTY and the DEVELOPER to have FDOT enter into a Joint Participation Agreement, Letter of Understanding (LOU) or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any right-of-way required for the S.R. 54/56 Pipeline Project. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate, to the extent permitted by FDOT, in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by DEVELOPER for the Resolution of Necessity, COUNTY's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. DEVELOPER, not later than the time when sixty percent (60%) design plans are submitted, shall identify all real estate parcels required for the Pipeline Projects and identify the appropriate interests in real estate for right-of-way acquisition and furnish same to COUNTY. COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If COUNTY disapproves the submittal, it shall provide comments to DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared

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

6. PIPELINE PROJECTS CONSTRUCTION: The DEVELOPER shall commence construction of the Pipeline Projects in accordance with this Agreement, unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the Pipeline Projects in accordance with the final alignment, design, specification, and construction plans as approved by FDOT, the COUNTY and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER's ability in its sole discretion, to accelerate the schedule for construction of any portion of the Pipeline Projects.

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the Pipeline Projects to an appropriately licensed contractor. The S.R. 54/56 Pipeline Project contractor must be certified by FDOT. The term "competitively award," as used in this Agreement, means to award said contract based on the submission of sealed bids, in accordance with the procedures set forth herein; however FDOT participation in the procedures outlined here shall be required only for the S.R. 54/56 Pipeline Project. The failure of the DEVELOPER to comply substantially and in good faith with any provisions of this section may result in the rejection by the COUNTY of any request for impact fee credits related to work which was not competitively bid. Prior to initiating the competitive award process, the DEVELOPER shall provide to the Purchasing Director of the COUNTY and FDOT the bid package, which shall include final and complete design plans, technical specifications, general and special conditions, contracts, required portions of this Agreement and all such other project documents and materials the inclusion of which in the bid package may be deemed necessary or advisable by the DEVELOPER or the COUNTY or FDOT. The COUNTY and FDOT shall have fifteen (15) business days to review the documents and materials submitted by the DEVELOPER and provide the DEVELOPER with its comments. Consistent with the COUNTY's and FDOT's comments, the DEVELOPER shall finalize the bid package, outlining the nature and scope of the project, shall provide COUNTY and FDOT with a copy of the final bid package, and shall proceed to solicit competitive bids from qualified contractors, following the process set forth below. DEVELOPER shall advertise the bid one (1) day per week for two (2) consecutive weeks in the legal section of a newspaper of general circulation in the COUNTY. DEVELOPER shall request a vendor database list from FDOT and the COUNTY and shall send bid solicitations to each vendor on the appropriate list no later than when the first advertisement appears. The DEVELOPER shall immediately provide the COUNTY and FDOT with any and all correspondence, addenda, and amendments to the bid package, but in no event, later than the closing date for the submission of bids. The closing date for the submission of bids shall be no less than thirty (30) days after the first advertisement. The DEVELOPER is exclusively responsible for fulfilling requests for documentation and responding to questions of bidders. If the DEVELOPER elects to conduct any pre-bid meetings in connection with the project, the

details of this election shall be specified in the bid package, and the Purchasing Director, or his designee, and any designated FDOT staff shall be afforded an opportunity to attend any such pre-bid meetings with reasonable notice. All competitive bids shall be sealed and delivered to the DEVELOPER on or before the time specified in the request or invitation issued by the DEVELOPER, and said bids shall be opened by the DEVELOPER at the specified location in the bid documents in the presence of the Purchasing Director, or his designee, and any designated FDOT staff, who shall be afforded reasonable notice and an opportunity to review and comment on the bids. After the opening, the Purchasing Director, or his designee, and any designated FDOT staff, shall immediately receive an unofficial bid tabulation from DEVELOPER. Within twenty-four (24) hours of the bid opening, the COUNTY and FDOT shall receive from DEVELOPER full copies of all bids and an official bid tabulation.

The DEVELOPER shall evaluate the bids to ascertain the identity of the lowest responsive and responsible bidder. DEVELOPER shall notify in writing the Purchasing Director of the COUNTY and FDOT as to the identity of the lowest responsive, responsible bidder and shall provide COUNTY and FDOT with the proposed contract, which shall be consistent with the approved bid package and the lowest responsive, responsible bid. The DEVELOPER will award the Pipeline Project contracts to the lowest responsive responsible bidder approved by FDOT and the COUNTY. If DEVELOPER determines that any or all bids should be rejected for any material reason, the above notification shall also identify each defective bid and the basis for the determination as to rejection, including a general determination that all bids should be rejected and the improvement should be re-bid. In the event that all bidders are rejected as non-responsive and/or non-responsive, the Pipeline Project may be re-bid following the procedures described herein. COUNTY and FDOT shall have ten (10) business days to review, comment, and provide a statement of reasonable objections or no objection. If COUNTY or FDOT objects, COUNTY and FDOT reserve the right to require DEVELOPER to award the next available, lowest, responsive, responsible bidder, or require that all bids be rejected and a re-bid performed. Upon COUNTY's and FDOT's statement of no objection, DEVELOPER may proceed to award to that party the contract for the Pipeline Project, and shall execute a formal written Agreement containing the specific terms and conditions of construction, as set forth in the bid package, and in the format previously accepted by the COUNTY and FDOT, providing two (2) copies of the final executed Agreement to the Purchasing Director of the COUNTY and FDOT. The DEVELOPER shall promptly furnish to the COUNTY and FDOT two (2) copies of any amendments, supplements to the Agreement, or change orders thereafter executed. In addition to the foregoing, DEVELOPER shall comply with any applicable FDOT or State law competitive bidding requirements for the S.R. 54/56 Pipeline Project. In the event of a conflict between the foregoing requirements and applicable FDOT or State law competitive bidding requirements for the S.R. 54/56 Pipeline Project, the FDOT requirements shall govern.

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

c. COUNTY and FDOT Observation: The COUNTY's and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Pipeline Projects and shall at all times have access to the work being performed pursuant to this Agreement for the COUNTY's and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or

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

d. Right-of-Way: Prior to FDOT's or the COUNTY's acceptance of the Pipeline Projects, as applicable, the DEVELOPER shall meet the applicable requirements of FDOT and/or the COUNTY and cause all right-of-way, including right-of-way for drainage facilities, wetland and flood plain mitigation, as appropriate, to be conveyed to the FDOT or the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

e. Construction Requirements: During the construction phase of the Pipeline Projects, the DEVELOPER and/or its construction contractor(s) shall:

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

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

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

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

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

(6) Provide a certification from a professional engineer registered in the State of Florida, which shall certify that all design, permit, and construction for the Pipeline Projects are in substantial conformance with the standards established by FDOT pursuant to Section 336.045, Florida Statutes, and by the COUNTY. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT and the COUNTY.

(7) Provide to FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the Pipeline Projects, and such information shall become the property of FDOT and the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with AutoCadd. All plans submitted to FDOT shall include reproducible mylars and electronic files compatible with MicroStation and Geopack.

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

7. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE: The DEVELOPER's Proportionate Share for Phase 1 of the Project shall be satisfied by construction of the Pipeline Projects in accordance with this Development Agreement.

8. TRANSPORTATION IMPACT FEES AND CREDITS:

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed transportation impact fees in accordance with the COUNTY's adopted Transportation Impact Fee Ordinance, as amended (the "Impact Fee Ordinance") and this Agreement. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the S.R. 54/56 Pipeline Project for reimbursement or impact fee credit to the DEVELOPER, or to another entity or entities (e.g. Community Development District) to the extent that such entity finances or otherwise pays for or contributes to the S.R. 54/56 Pipeline Project, as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity"). Once the DEVELOPER has posted the performance guarantee for the S.R. 54/56 Pipeline Project referenced in this Agreement, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the S.R. 54/56 Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with this Agreement and the Impact Fee Ordinance. The DEVELOPER and Credit Receiving Entity shall not be entitled to any interest on the account. Impact fees paid for the Project shall not be held for the S.R. 54/56 Pipeline Project beyond seven (7) years after payment, and can thereafter be spent anywhere as desired by the COUNTY in accordance with the Impact Fee Ordinance. In addition, the time limits of the encumbrance and expenditure of these funds, as provided in the Impact Fee Ordinance, shall be waived by the DEVELOPER, and by its successors and assigns. The DEVELOPER and Project shall pay transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit.

The Credit Receiving Entity shall be eligible for transportation impact fee credits for actual reasonable design, engineering, inspection, permitting, right-of-way acquisition and construction costs for the S.R. 54/56 Pipeline Project, as determined by the County Administrator or his designee consistent with the Impact Fee Ordinance and this Agreement, and not to be provided until the year adequate funds have been allocated for credits or reimbursements for the S.R. 54/56 Pipeline Project in the COUNTY's adopted Capital Improvement Plan (CIP). The COUNTY's present allocation of CIP funds/credits for the S.R. 54/56 Pipeline Project is eight million five hundred thousand dollars (\$8,500,000.00) in fiscal year 2006; four million two hundred fifty thousand dollars (\$4,250,000.00) in fiscal year 2007; and four million two hundred fifty thousand dollars (\$4,250,000.00) in fiscal year 2008; however, the COUNTY agrees to modify the CIP to ensure the Credit Receiving Entity receives the credits or reimbursements required by this Agreement within one (1) year of the Credit Receiving Entity submitting any eligible requests or invoices for credit or reimbursement.

To receive impact fee credit or reimbursement, all requests and invoices for the S.R. 54/56 Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by FDOT of the S.R. 54/56 Pipeline Project, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. All requests and invoices for credits or reimbursements shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits

or reimbursements shall be issued to the Credit Receiving Entity. Should there be any amounts denied for reimbursement or credit, the Developer may appeal such decision in a manner consistent with the Impact Fee Ordinance.

Notwithstanding the foregoing, DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for: (1) any right-of-way dedication/acquisition, design, permitting, or construction costs for the C.R. 54 Extension Pipeline Project (except for credits or reimbursements relating to the Segment #3 Payment allowed pursuant to paragraph 4.b.(1)(c) of this Agreement); (2) the Segment #3 Payment; (3) Construction Engineering and Inspection ("CEI") expenses in excess of ten percent (10%) of the total S.R. 54/56 Pipeline Project cost; and (4) S.R. 54/56 Pipeline Project costs not specifically set forth in this Agreement (e.g. financing, insurance and bonding expenses). In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee, Proportionate Share, or Segment #3 Payment credit or reimbursement for impact fees paid prior to the execution of this Agreement, and the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this Agreement.

(2) Project Improvements – Project access improvements, including but not limited to necessary acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping and signalization (if warranted pursuant to the Manual on *Uniform Traffic Control Devices* and approved by the regulating agencies), may be included in the design, permitting, right of way acquisition and construction of the Pipeline Projects, and are the responsibility of the DEVELOPER, but are not eligible for impact fee credits. Notwithstanding the foregoing, those intersection improvements, or portions thereof, identified on Exhibit D as part of the S.R. 54/56 Pipeline Project are eligible for impact fee credits or reimbursements, subject to the limitations set forth above. Those access or intersection improvements, or portions thereof, that are designated on Exhibit Das site related, site specific, non-creditable, or existing lane improvements are not eligible for impact fee credits or reimbursements (except for credits or reimbursements relating to the Segment #3 Payment allowed pursuant to paragraph 4.b.(1)(c) of this Agreement). Where only a portion of an intersection or access improvement is eligible for impact fee credits, the DEVELOPER or Credit Receiving Entity shall separately account for the costs of the creditable and non-creditable portions of the improvements, and all requests for credits or reimbursements shall itemize the creditable and non-creditable costs for all intersection/access improvements included in the request.

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

(4) Wetland and Floodplain Mitigation – If wetland and floodplain mitigation areas needed for the Pipeline Projects are commingled with offsite Project-related or other landowner related wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner related mitigation are not eligible for impact fee credits.

(5) Transfer of Credits - Impact fee credits pursuant to this Agreement may be transferred in accordance with the Impact Fee Ordinance.

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

9. PERFORMANCE GUARANTEES BY DEVELOPER:

- a. General: For the S.R. 54/56 Pipeline Project, the letter of credit as specified in paragraph b. below shall be posted in favor of, and provided to the COUNTY, prior to construction plan approval of the first 250,000 square feet of vertical development within the Project, or prior to issuance of permits as required for the construction of the S.R. 54/56 Pipeline Project, whichever is earlier. For the C.R. 54 Extension Pipeline Project, the letter of credit as specified in paragraph b. below shall be posted in favor of, and provided to the COUNTY prior to construction plan approval of the first 1,000,000 square feet of vertical development south of S.R. 54/56 (unless the DEVELOPER elects the Segment #3 Payment Option), or prior to issuance of permits as required for the construction of segment #3 of the C.R. 54 Extension Pipeline Project, whichever is earlier. The letters of credit shall be acceptable to and approved by the COUNTY to guarantee performance of the Pipeline Projects and all terms and conditions of this Agreement. Failure to post, revise, update, and keep effective the required letters of credit shall be considered a default of this Agreement, entitling the COUNTY to suspend any impact fee credits or reimbursements due pursuant to Section 8 above and/or stop the issuance of building permits. The letters of credit shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of Best's Key Rating Guide. Two (2) separate letters of credit shall be posted as follows:
- b. Pipeline Projects: DEVELOPER shall post initial letters of credit in the amount of (1) 125% of the COUNTY approved Cost Estimate to complete design, permitting, right-of-way acquisition and construction of Segment #3 of the C.R. 54 Extension Pipeline Project, and (2) 125% of \$16,992,094.00, less all County-approved expenses for the S.R. 54/56 Pipeline Project as of the date the letter of credit is required (subject to the limitations set forth in Section 8. of this Agreement), to guarantee performance of such projects and all terms and conditions of this Agreement. Within 30 days after the applicable deadline for completion of construction plans for the C.R. 54 Extension Pipeline Project, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for such project. Upon approval by the COUNTY, DEVELOPER shall immediately provide the COUNTY with a revised performance guarantee for the C.R. 54 Extension Pipeline Project in the minimum amount equal to 125% of the updated COUNTY-approved Cost Estimate. On each renewal date of the letters of credit, the letters of credit may be reduced provided an updated Cost Estimate for the remainder of the applicable Pipeline Project is provided to and approved by the COUNTY and provided that the letters of credit are not reduced below 125% of the COUNTY-approved Cost Estimates for the remainder.
- c. Maintenance Guarantee: Upon completion of the Pipeline Projects and final acceptance by the COUNTY and/or FDOT, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY and/or FDOT. The performance guarantees for the Pipeline Projects may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to fifteen percent (15%) of the applicable Construction Contract amount, or the DEVELOPER or its Contractor may post separate maintenance bonds acceptable to the COUNTY to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the improvements and final inspection by the

COUNTY and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc. and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

10. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall defend, hold harmless, and indemnify the COUNTY and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER's negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of the Pipeline Projects, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from the COUNTY or FDOT review referenced in paragraphs 5.e., 5.h., and 6.c. of this Agreement. The DEVELOPER's obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY's or FDOT'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 11.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER's inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY or FDOT solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT. The DEVELOPER shall also include for the Pipeline Projects this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

(a) During the life of this Agreement, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact

business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and which are satisfactory to the COUNTY and FDOT.

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

(c) All policies of insurance required by this Agreement shall require that the insurer deliver to the COUNTY and FDOT and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY, FDOT and the DEVELOPER, addressed to the parties as described in Paragraph 11.g. below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

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

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

(1) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this Agreement, other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the COUNTY, the COUNTY Engineer, FDOT, and each of their elected officers, employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

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

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: \$1,000,000.00 each accident.
- (iii) The DEVELOPER shall require the engineers and/or contractor and contractor's insurance companies to waive its rights of subrogation against the COUNTY and FDOT and their agents and employees.

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

- General aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- Products—completed operations aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- Bodily injury, including death (each person): One Million and 00/100 Dollars (\$1,000,000.00).
- Bodily injury, including death (each occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- Property damage (each occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- Personal and advertising injury (each occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- Fire damage (any one [1] fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

- Bodily injury and personal injury including death: One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.
- Property damage: One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.

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

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

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

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

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

11. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Pipeline Projects, unless extended pursuant to this Agreement, then it shall be considered a default of this Agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Section 9 for the Pipeline Projects (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY's rights to enforce the balance of the guarantees, if required). Upon said default, the issuance of building permits, plats and other development approvals shall cease until the Pipeline Projects have been recommenced to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an

automatic extension of the time periods set forth in this Agreement for the Pipeline Projects for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY's review and/or approval.

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

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

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

(1) The DEVELOPER shall cause all provisions of this Agreement in its entirety to be included and made a part of any contract for the Pipeline Projects.

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

f. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the Pipeline Projects has been constructed in accordance with the standards promulgated by FDOT in Section 336.045, Florida Statutes; the COUNTY standards, the contract documents, and this Agreement.

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: John R. Sierra, Jr. Post Office Box 270603, Tampa, Florida 33688, with a copy to Biff Craine, Esquire, Bricklemyer Smoker & Bolves, P.A., 500 E. Kennedy Boulevard, Tampa, Florida 33602; and to Pasco County c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654, with a copy to David Goldstein, Assistant County Attorney, West Pasco Government Center, Suite

340, 7530 Little Road, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

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

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

n. Severability: In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.

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

p. Cancellation: This Agreement may be canceled by mutual consent of the parties to the Agreement.

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

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

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

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

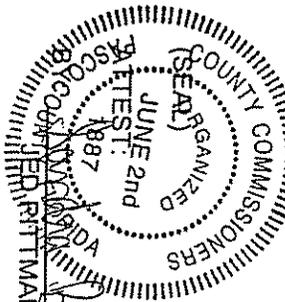
u. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

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

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

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

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



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

Date: APPROVED2004

NOV 23 2004

WITNESSES:

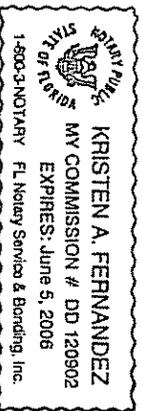
[Signature]
[Signature]

BY: [Signature]
TITLE: President
DATE: 12-1-04

STATE OF Florida
COUNTY OF Hickory

The foregoing instrument was acknowledged before me this 1st Day of December, 2004
(date), by John R. Sierra Sr. President
(name of officer or agent, title of officer or agent acknowledging) of _____, a _____. He/she is
personally known to me or who has produced _____
(type of identification) as identification.

Seal:



[Signature]
NOTARY

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

BY: [Signature]
ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in

Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Western boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Western projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 1°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4

of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT B

**TRANSPORTATION IMPACT SUMMARY AND PROPORTIONATE SHARE CALCULATION
(ATTACHMENT TO DEVELOPMENT ORDER AS EXHIBIT G)**

**EXHIBIT B
(ATTACHMENT TO DEVELOPMENT ORDER AS EXHIBIT G)**

**TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION**

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE			
Cypress Creek Town Center DRI			
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2 Proportionate Share
Phase 1 (2008)			
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB R; WB L 4	\$283,000	21.2
S.R. 54/C.R. 577		n/a	19.2
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a
S.R. 56/I-75	EB Left	\$691,200	100.0
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4
<i>Freeway Ramps</i>			
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0
I-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a
PHASE 1 TOTAL		\$4,322,200	\$2,408,668

Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road

ROADWAY IMPROVEMENT PROPORTIONATE SHARE
Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
									3,382,166	803,603
S.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	919,949
S.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	1,360,793	601,335
S.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	687,745
S.R. 54	Collier Parkway to Livingston -WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	2,690,760	1,617,416
S.R. 54	Livingston to Cypress Creek Run -EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,411,842
S.R. 54	Livingston to Cypress Creek Run -WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	1,067,937	641,937
S.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	822,204
S.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	2,133,181	219,931
S.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	192,413
S.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	5,287,689	1,559,868
S.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,364,224
S.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	643,868	215,374
S.R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	188,010
S.R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	468,282	186,283
S.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	162,634
S.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	1,191,309	1,191,309
S.R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,168,198
S.R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	3,547,704	758,499
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁶	186	870	0.2138	3,547,704	858,478
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁶	213	870	0.2448	3,340,699	646,759
I-75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	742,637
I-75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	4,042,945	950,604
I-75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	1,099,681
I-75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,933,250	829,773
I-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1682	4,933,250	722,721
I-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465		
TOTAL PHASE 1									68,181,169	20,553,426

² See Per Mile Roadway Improvement Costs Worksheet Appended
⁴ Project Traffic Divided By Service Volume Increase

³ Future Service Volume Less Existing Service Volume
⁶ No Right-of-Way Required

EXHIBIT C

POND 30 AND FLOODPLAIN MITIGATION AREA LEGAL DESCRIPTION

EXHIBIT C

Pond 30

A parcel of land being a portion of the Northeast 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a part of lands platted as Worthington Gardens, in flat Book 2, Page 57 of the Public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a 1/2" capped iron rod L.B. #2168 ; thence along the south line of the Northeast 1/4 of said Section 27, N.89°54'41"E., 445.43 feet; thence leaving said south line, N.50°32'39"E., 54.15 feet to a tangent curve concave southeast, having a radius of 2406.48 feet; thence northeasterly along said curve 947.25 feet, through a central angle of 22°33'12" (Chord Bearing N.61°49'15"E., 941.15 feet); thence S.16°11'10"E., 208.44 feet to the POINT OF BEGINNING; thence S.73°31'40"W., 115.30 feet; thence S.17°19'01"W., 97.62 feet to a Surveyed Wetland Jurisdictional Line; thence southerly along said Jurisdictional Line the following four (4) courses: 1) S.47°39'59"E., 84.88 feet; 2) S.32°06'10"E., 192.42 feet; 3) S.40°59'38"E., 193.14 feet; 4) S.40°59'41"E., 112.30 feet; thence N.62°29'55"E., 127.41 feet; thence N.16°1'43"W., 592.56 feet; thence S.73°31'40"W., 180.91 feet to the said POINT OF BEGINNING.

AND

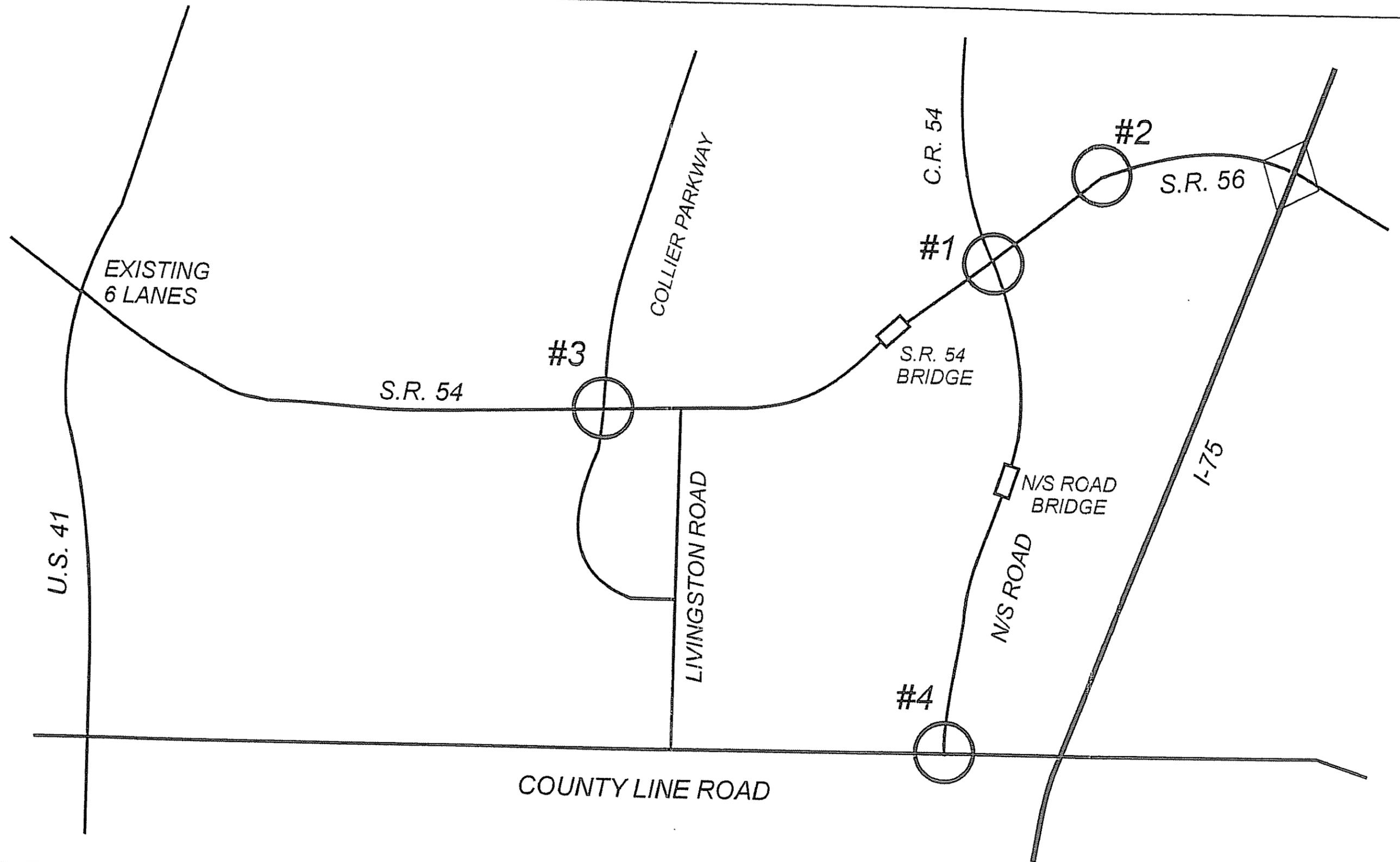
Flood Plain Mitigation Legal

A parcel of land being a portion of the Southwest 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a part of lands platted as Worthington Gardens, in Plat Book 2, Page 57 of the public Records of Pasco County, Florida, being more -particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a 1/2" capped iron rod L.B. #2168; thence along the south line of the Southwest 1/4 of said Section 27, N.89°47'17"W., 1340.09 feet to the Southwest corner of the East 1/2 of said Southwest 1/4 of Section 27; thence along the west line of said East 1/2 of the Southwest 1/4, N.00°41'22"E., 384.38 feet to the POINT OF BEGINNING; thence continue N.00°41'22"E., 796.10 feet; thence leaving said west line, N.50°32'39"E., 235.09 feet; thence S.41°22'00"E., 430.07 feet to a Surveyed Wetland Jurisdictional Line; thence Southwesterly along said Surveyed Wetland Jurisdictional Line the following five (5) courses: 1) S.41°59'25"W., 190.95 feet; 2) S38°55'08"W., 198.80 feet; 3) S.38°28'47"W., 105.45 feet; 4) S43°17'44"W., 98.99 feet; 5) S.27°28'38"W., 193.27 feet to the POINT OF BEGINNING.

EXHIBIT D

CYPRESS CREEK TOWN CENTER PROJECT AND INTERSECTION IMPROVEMENTS



WilsonMiller

Wilson Miller Inc. - FL Lic # LC 000170
Wilson Miller Inc. - Certificate of Authorization #42

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants

WilsonMiller, Inc.

Naples • Fort Myers • Sarasota • Bradenton • Tampa

1101 Channelside Drive Suite 400N • Tampa, Florida 33602 • Phone 813.223.9500 • Fax 813.223.0009 • Web-Site www.wilsonmiller.com

CLIENT:

PROJECT:

DATE:

HORIZONTAL SCALE:

VERTICAL SCALE:

SEC: TWP: RGE:

TITLE:

**MAP 2
ON / OFF-SITE INTERSECTION
LOCATIONS**

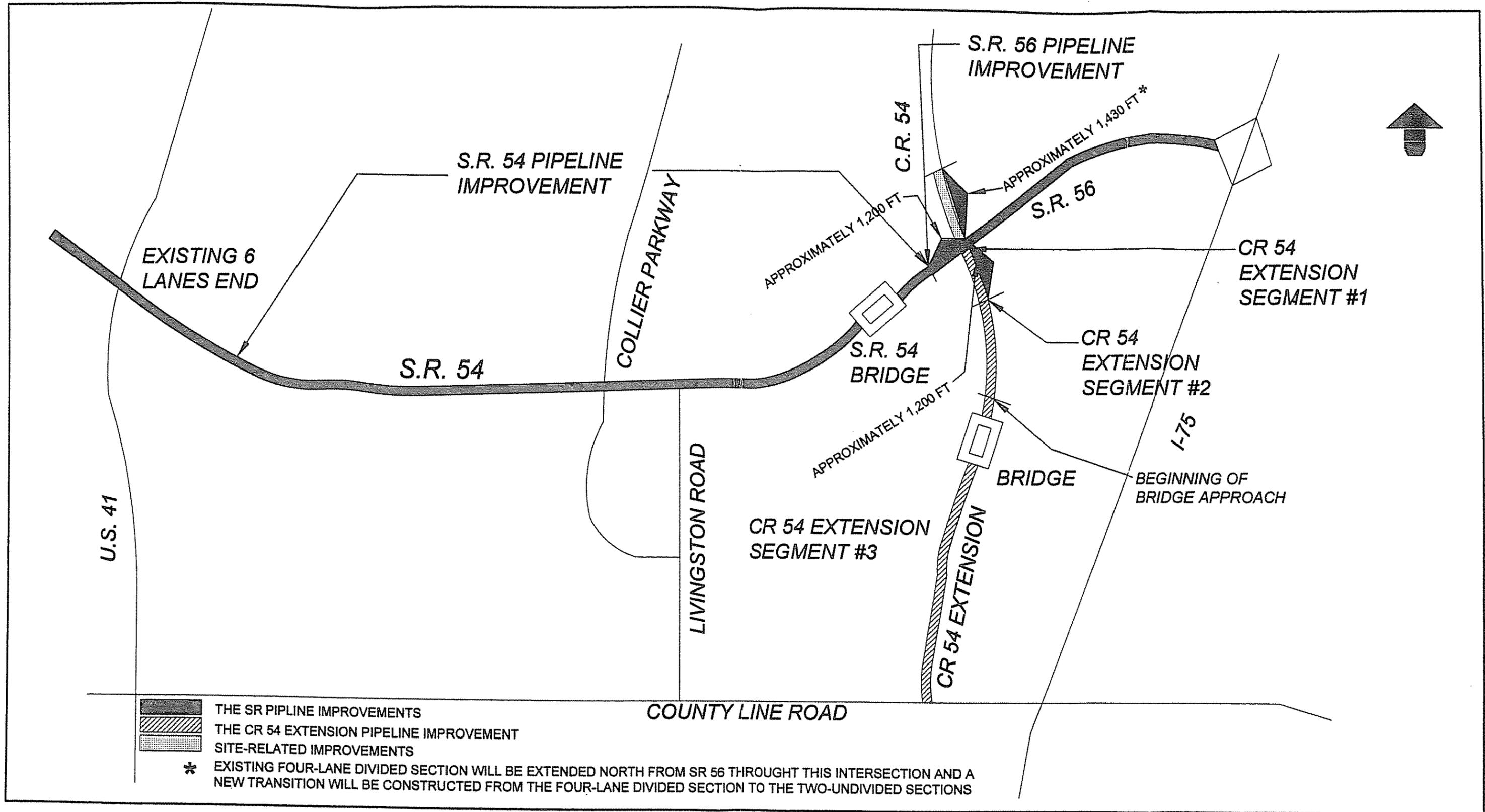
CROSS REFERENCE FILE NO.:

PROJECT NUMBER:

INDEX NUMBER:

SHEET NUMBER:

OF



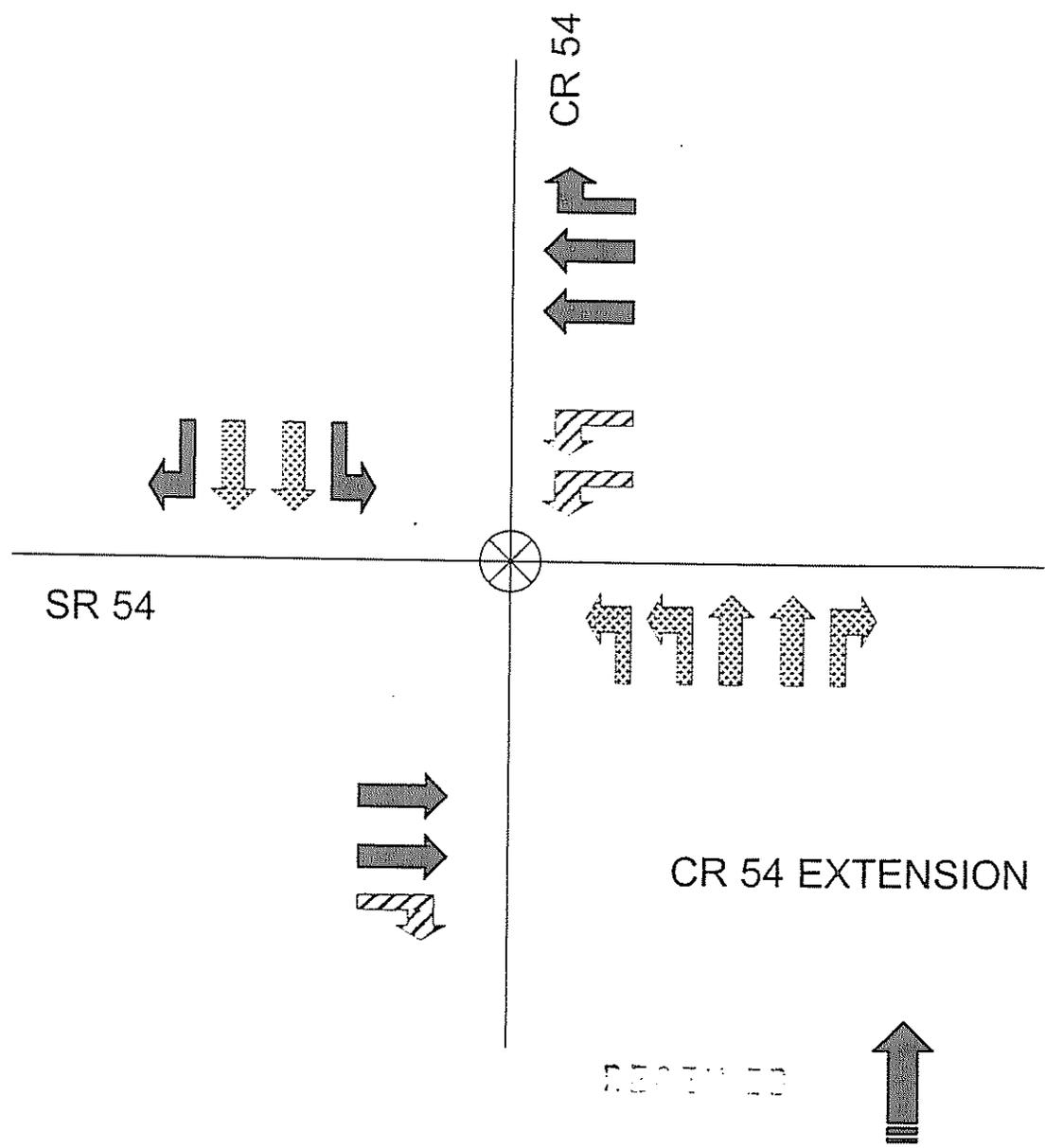
- THE SR PIPELINE IMPROVEMENTS
- THE CR 54 EXTENSION PIPELINE IMPROVEMENT
- SITE-RELATED IMPROVEMENTS

* EXISTING FOUR-LANE DIVIDED SECTION WILL BE EXTENDED NORTH FROM SR 56 THROUGH THIS INTERSECTION AND A NEW TRANSITION WILL BE CONSTRUCTED FROM THE FOUR-LANE DIVIDED SECTION TO THE TWO-UNDIVIDED SECTIONS

<small>WilsonMiller Inc. FILE # EC C000175 WilsonMiller Inc. Certificate of Authorization A42</small> Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants WilsonMiller, Inc. Naples • Fort Myers • Sarasota • Bradenton • Tampa 1101 Channelside Drive Suite 400N • Tampa, Florida 33602 • Phone 813.223.9500 • Fax 813.223.0009 • Web-Site www.wilsonmiller.com	CLIENT:	DATE:	MAP 3 ROADWAY LINK IMPROVEMENTS	
	PROJECT:	HORIZONTAL SCALE:		INDEX NUMBER:
		VERTICAL SCALE:		
		SEC: TWP RGE: CROSS REFERENCE FILE NO. PROJECT NUMBER:	SHEET NUMBER: OF	

INTERSECTION #1

(SEE MAP 1)

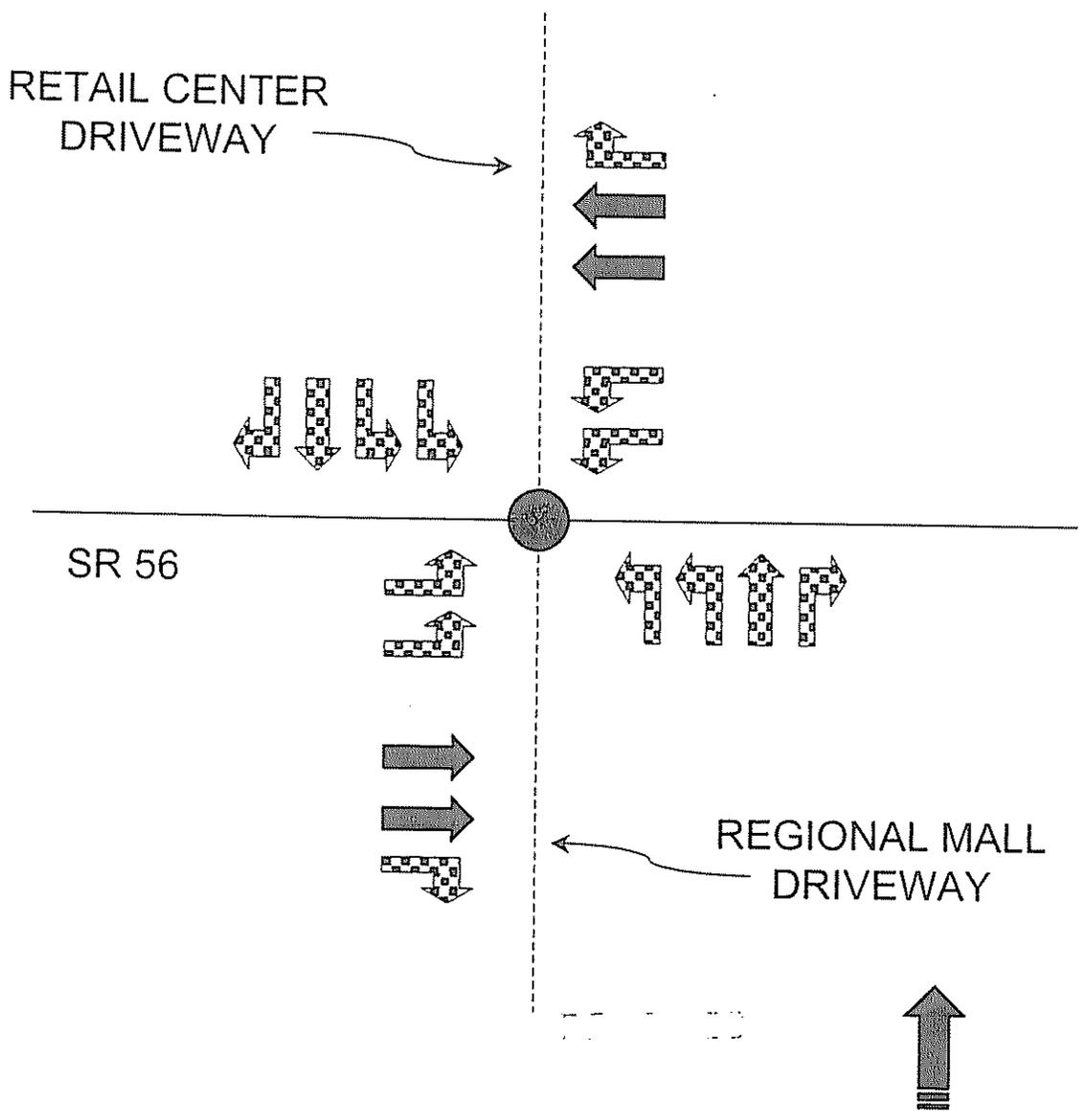


-  EXISTING LANE GEOMETRY
-  EXISTING TRAFFIC SIGNAL
-  PIPELINE IMPROVEMENTS
-  PIPELINE IMPROVEMENTS ONLY UPON COMPLETION OF CR 54 EXTENSION; SITE SPECIFIC IF CR54 EXTENSION NOT COMPLETED
-  PART OF CR 54 EXTENSION; NO IMPACT FEE CREDITS

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 33602 813.223.9500

INTERSECTION #2

(SEE MAP 1)

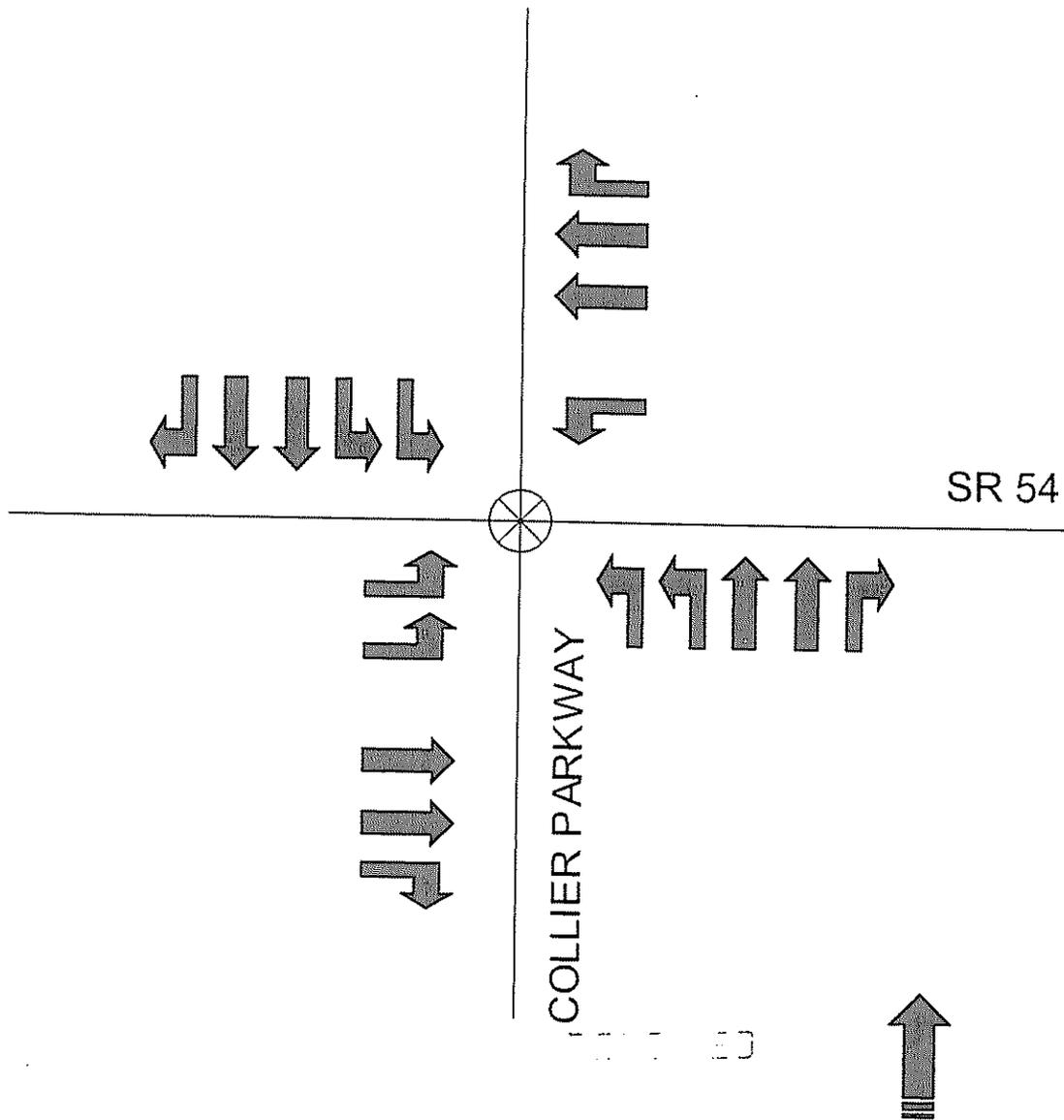


-  EXISTING LANE GEOMETRY
-  FUTURE SITE RELATED TRAFFIC SIGNAL
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

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 33602 813.223.9500

INTERSECTION #3

(SEE MAP 2)



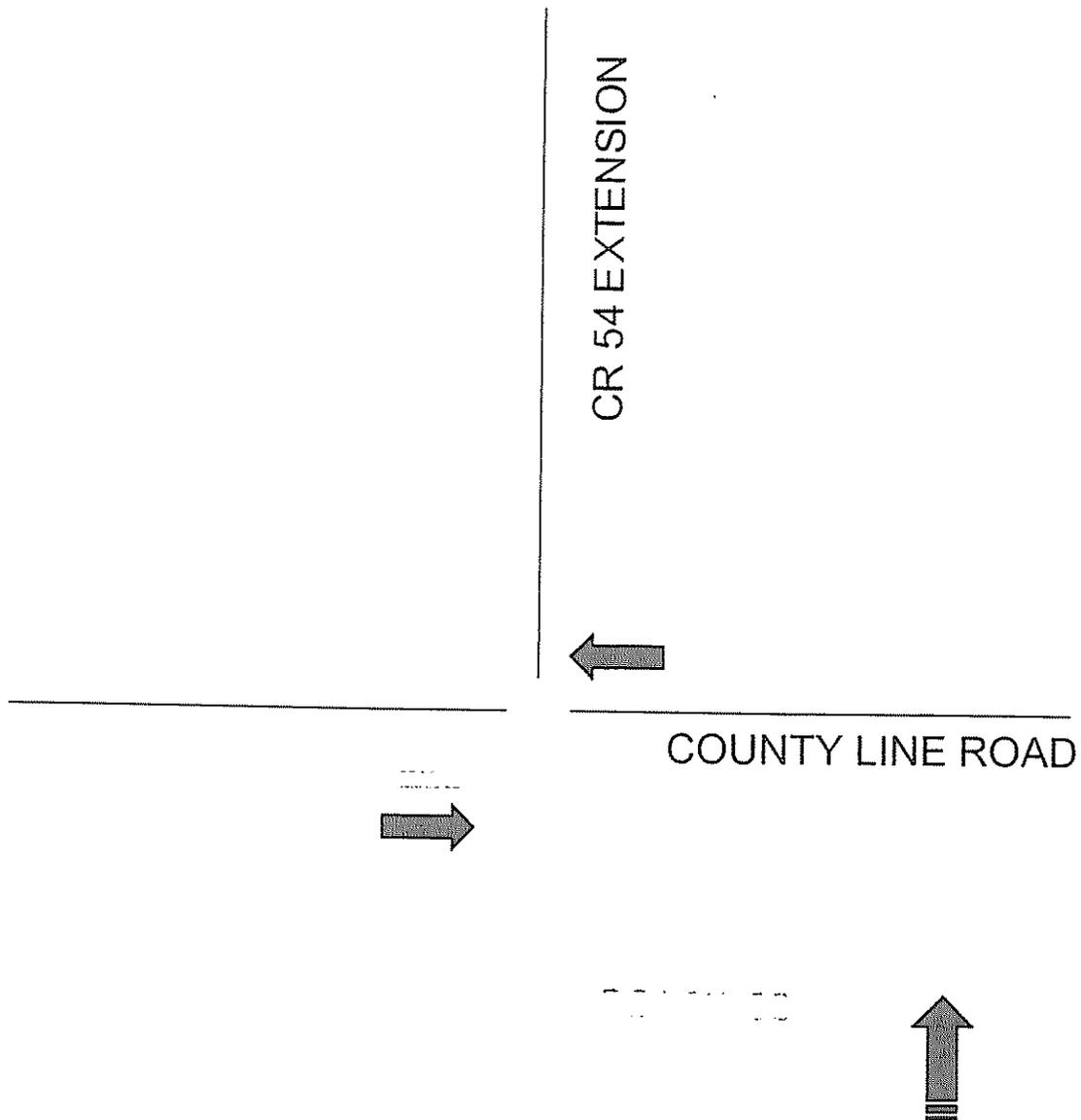
-  EXISTING LANE GEOMETRY
-  EXISTING TRAFFIC SIGNAL
-  PIPELINE IMPROVEMENTS

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INTERSECTION #4

(SEE MAP 2)



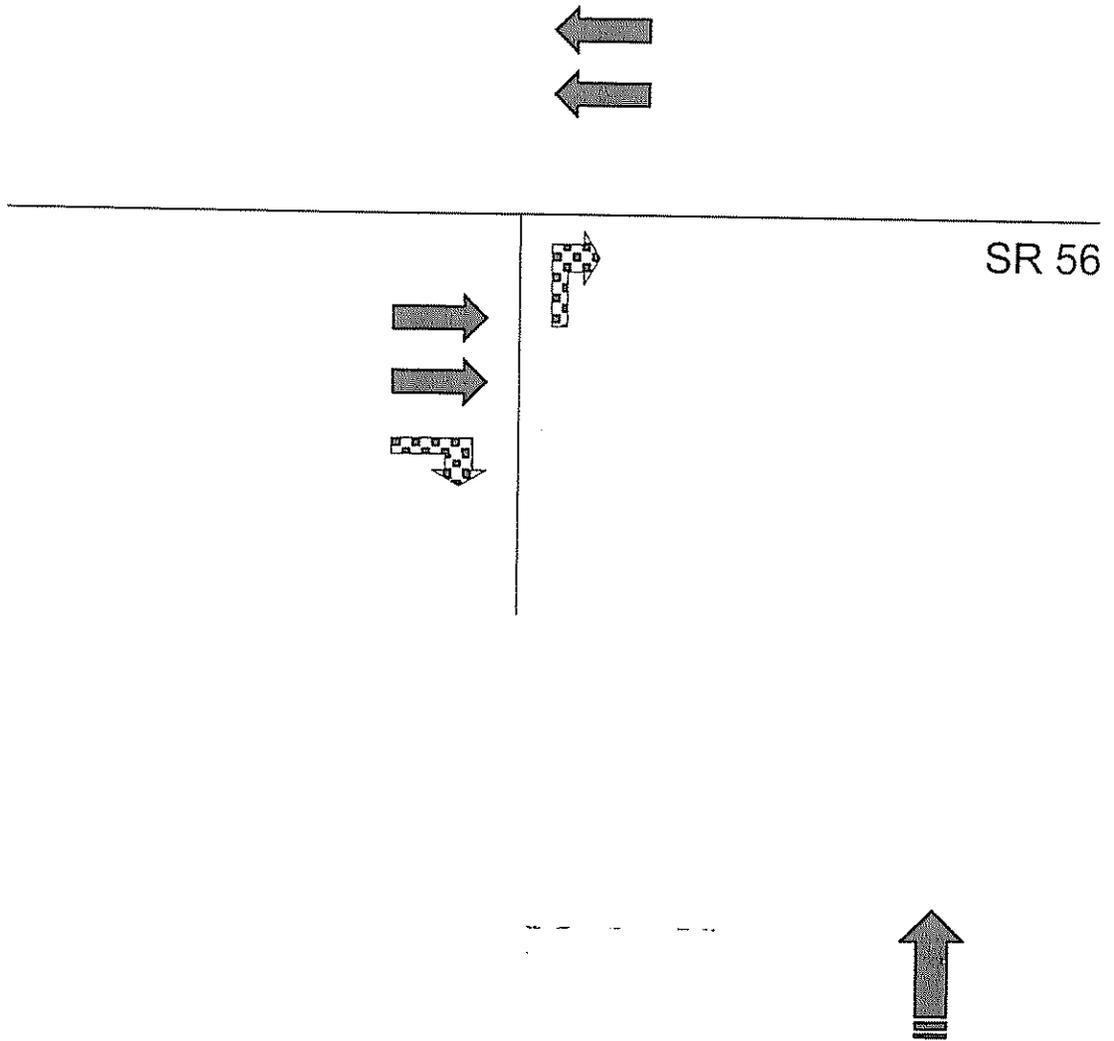
-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
-  FUTURE PIPELINE IMPROVEMENT TRAFFIC SIGNAL (NO IMPACT FEE CREDIT)

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INTERSECTION #5

(SEE MAP 1)

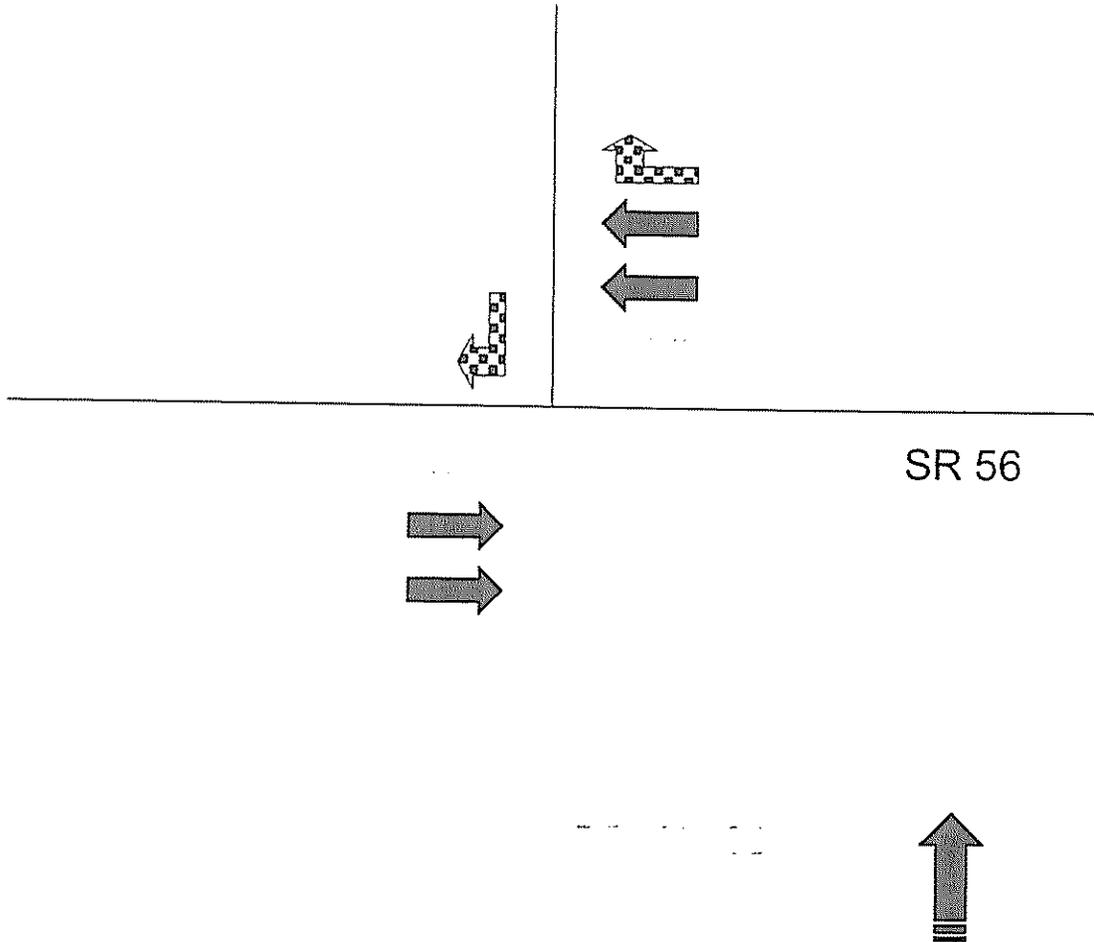


-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

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INTERSECTION #6

(SEE MAP 1)



- ← EXISTING LANE GEOMETRY
- - - PIPELINE IMPROVEMENTS
- ⇄ SITE RELATED IMPROVEMENTS

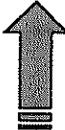
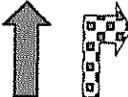
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INTERSECTION #7

(SEE MAP 1)

CR 54



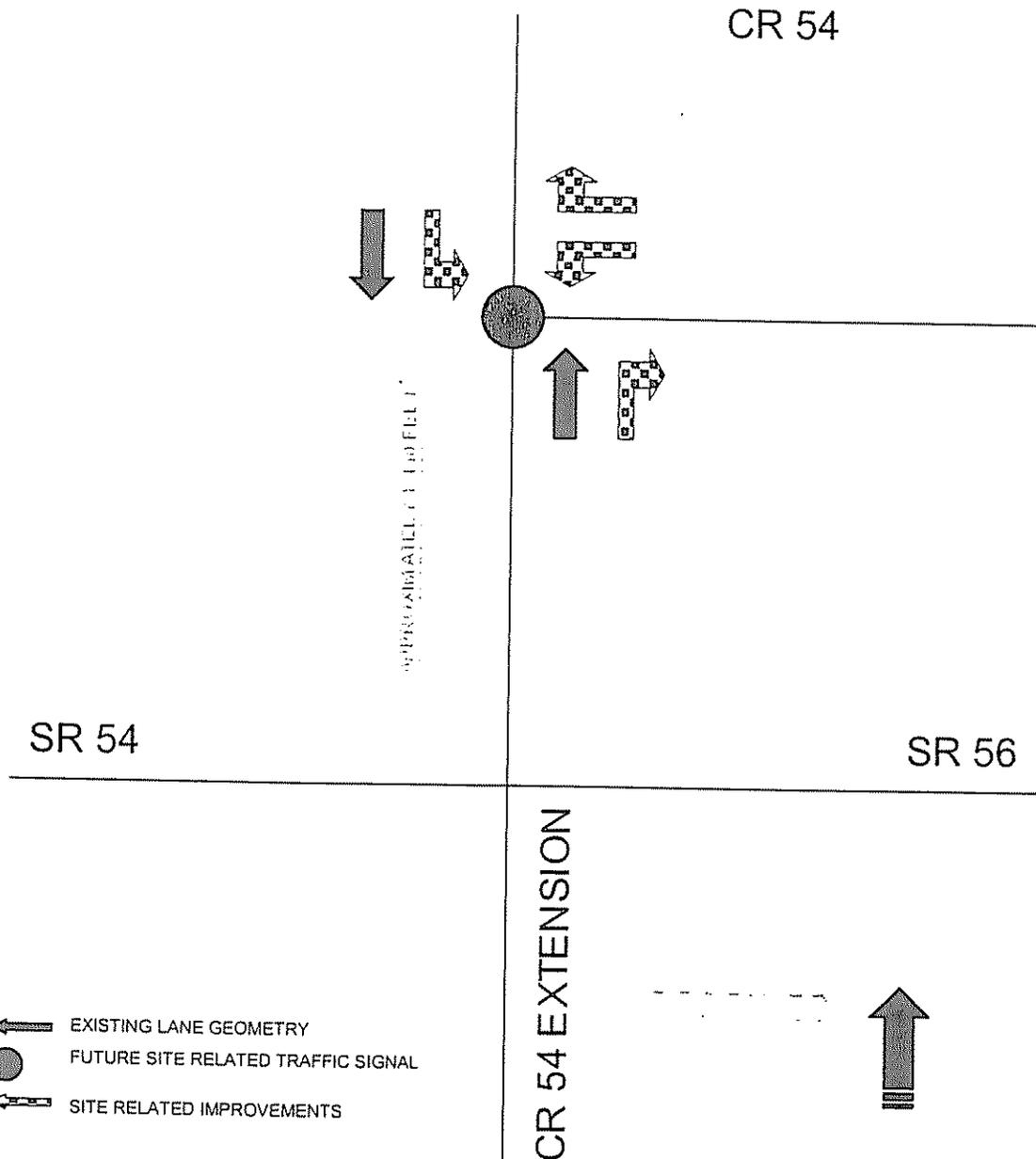
-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

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INTERSECTION #8

(SEE MAP 1)



* Existing four-lane divided section will be extended north from SR 56 through this intersection and a new transition will be constructed from the four-lane divided section to the two-lane undivided section.

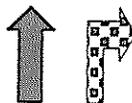
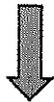
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INTERSECTION #9

(SEE MAP 1)

CR 54



-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

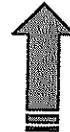
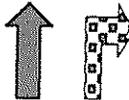
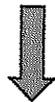
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INTERSECTION #10

(SEE MAP 1)

CR 54



-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

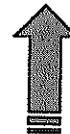
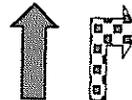
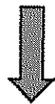
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INTERSECTION #11

(SEE MAP 1)

CR 54



-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

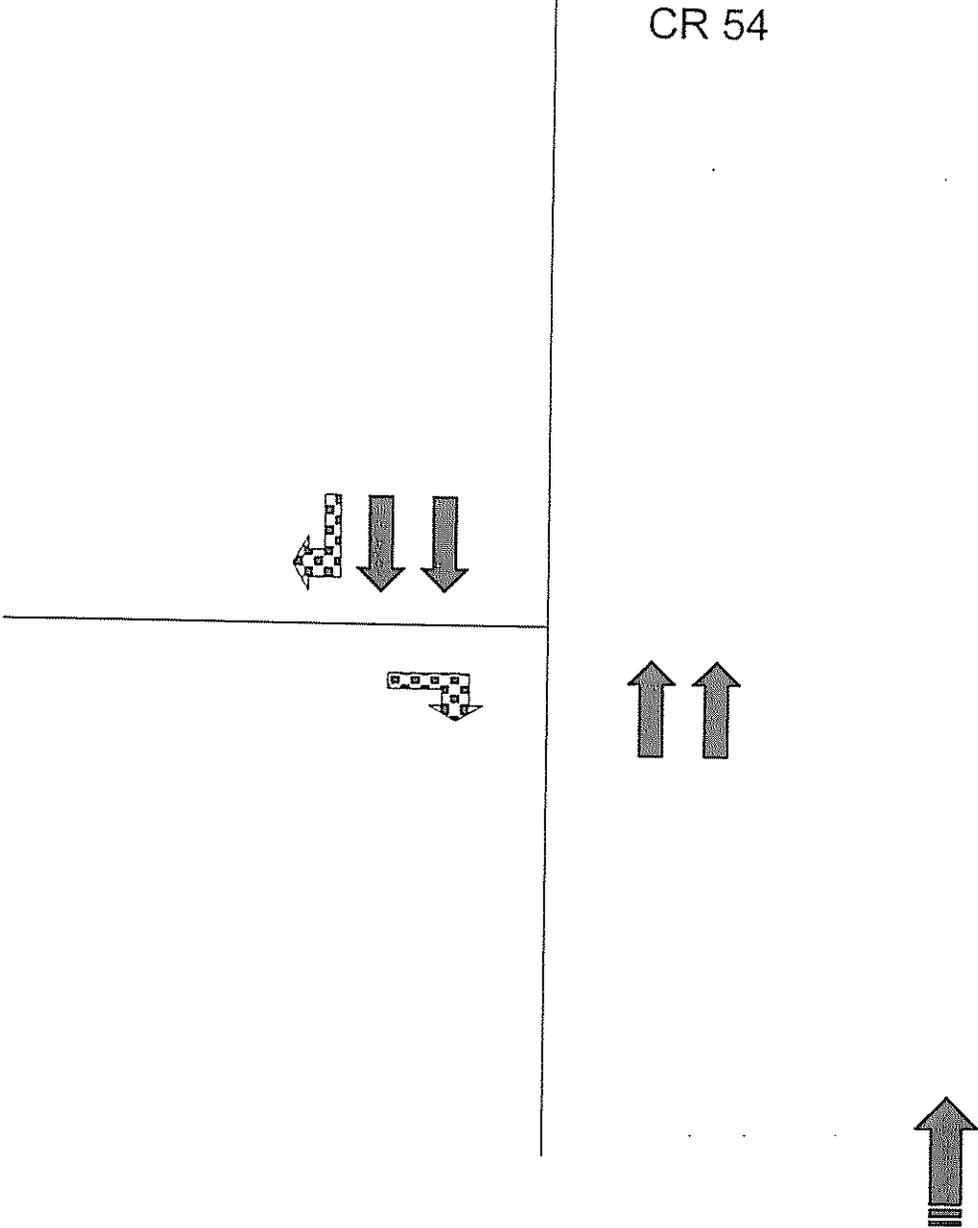
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INTERSECTION #12

(SEE MAP 1)

CR 54



← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

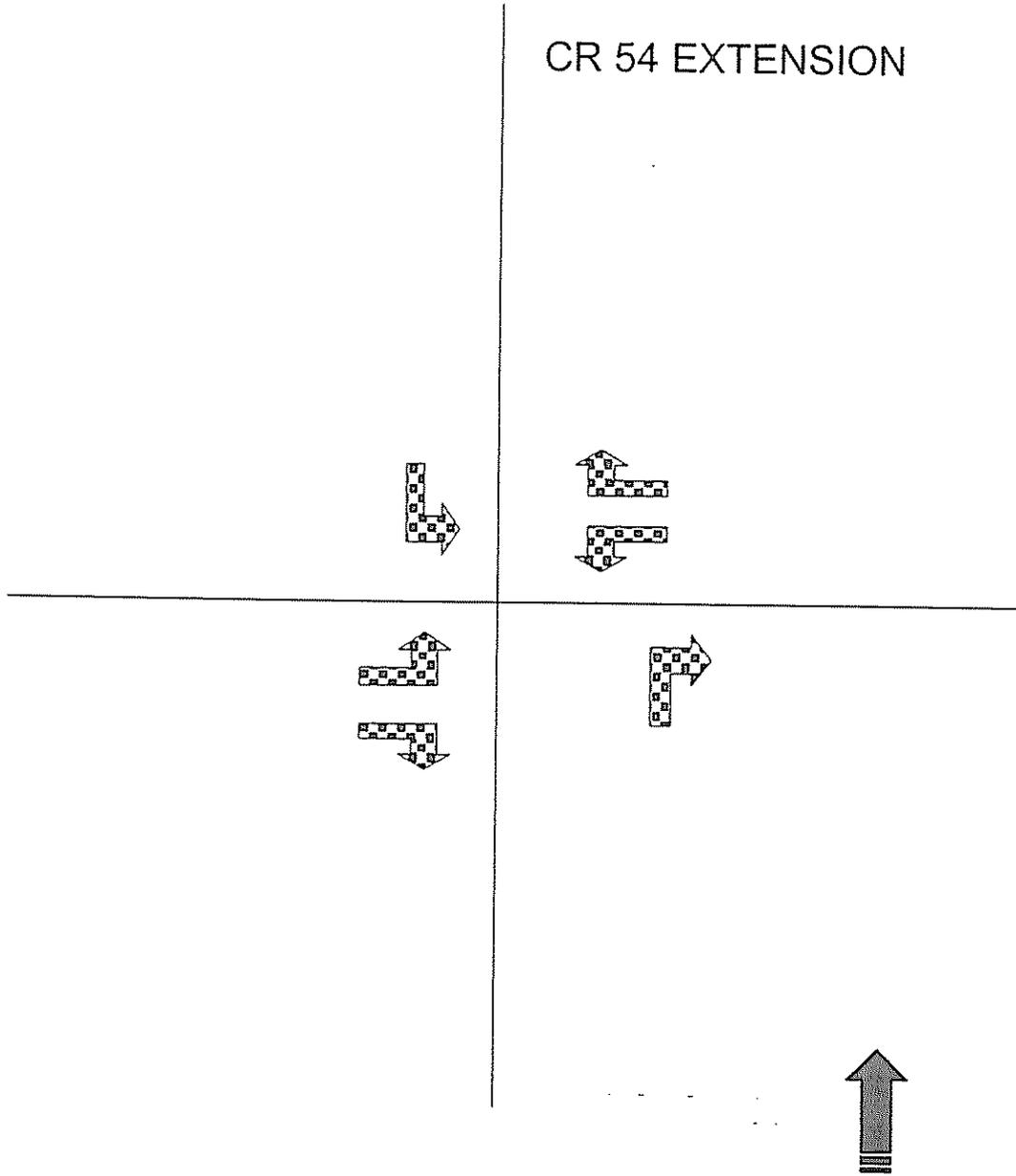
WilsonMiller

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INTERSECTION #13

(SEE MAP 1)

CR 54 EXTENSION



----- PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
←----- SITE RELATED IMPROVEMENTS

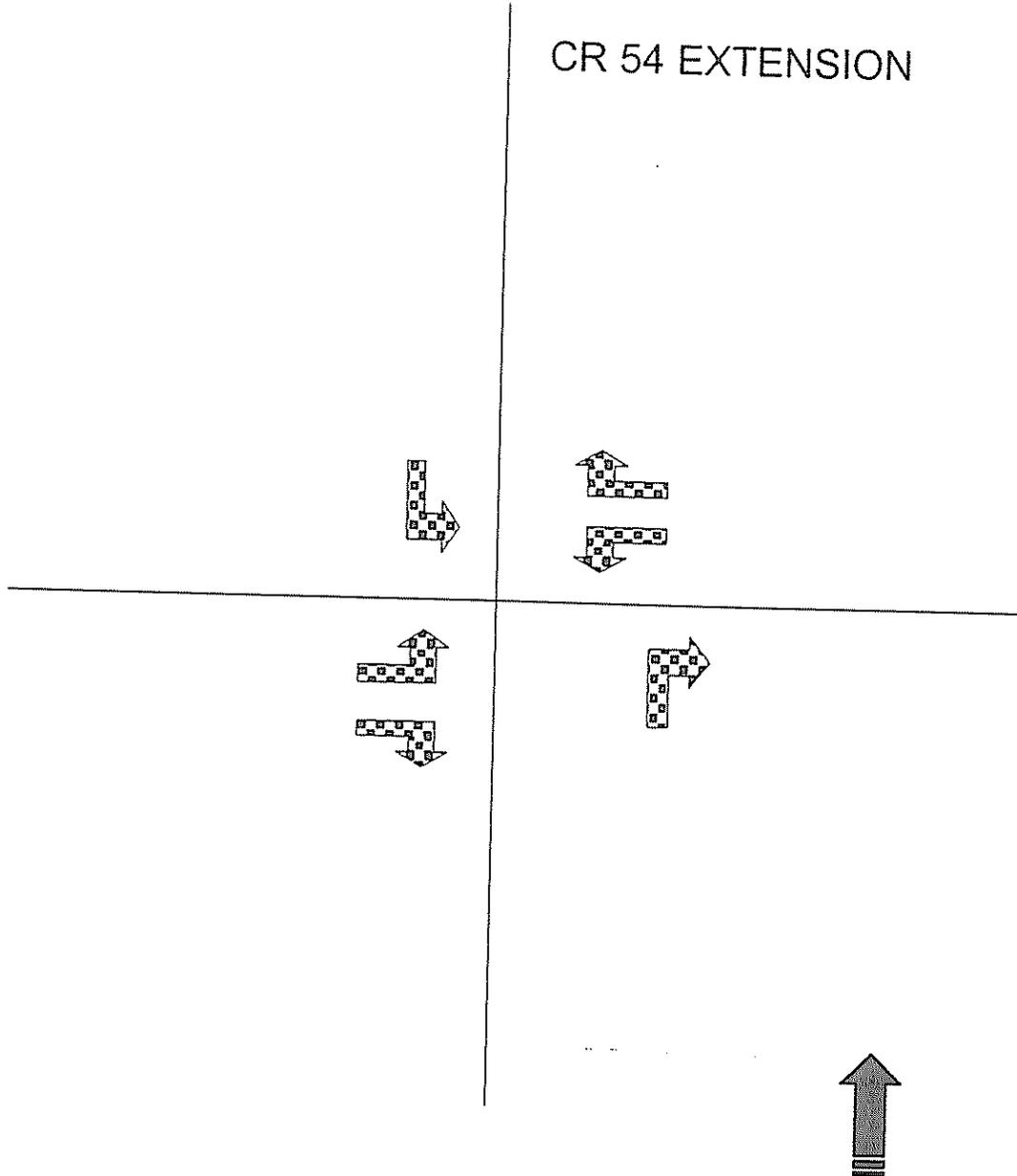
Wilson Miller

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33602 813.223.9500

INTERSECTION #14

(SEE MAP 1)

CR 54 EXTENSION



 PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
 SITE RELATED IMPROVEMENTS

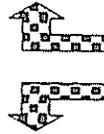
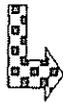
Wilson Miller

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33602 813.223.9500

INTERSECTION #15

(SEE MAP 1)

CR 54 EXTENSION



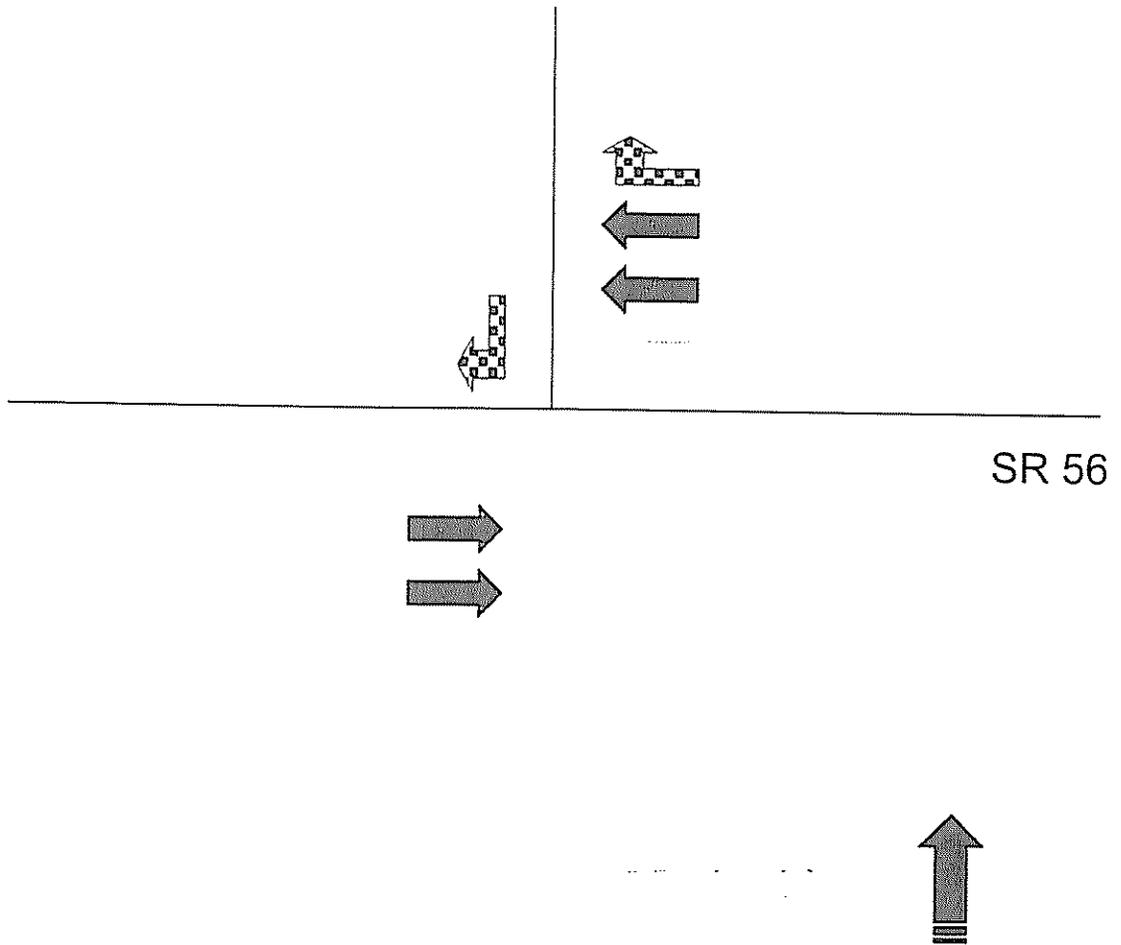
-  PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
-  SITE RELATED IMPROVEMENTS

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33602 813.223.9500

INTERSECTION #16

(SEE MAP 1)



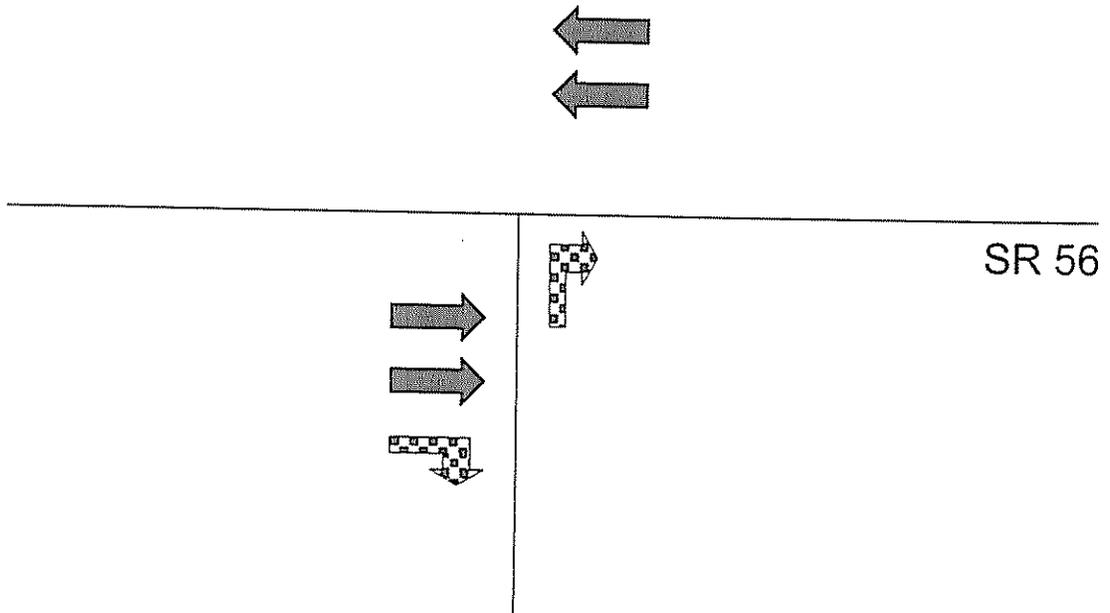
SR 56

-  LANE GEOMETRY
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

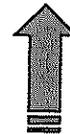
WilsonMiller
1101 Channelside Drive Suite 400 Tampa, FL
33602 813.223.9500

INTERSECTION #17

(SEE MAP 1)



-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS



Wilson Miller

1101 Channelside Drive Suite 400 Tampa, FL
33602 813.223.9500

SIERRA
PROPERTIES, L.L.C.

John Robert Sierra, Jr.
509 Guisando De Avila - Suite 200
Tampa, Florida 33613-5233
(813) 963-5856 #7713
(813) 969-0128 fax
hisierra@mindspring.com

8/ 6 /04

Mr. John Gallagher
Pasco County Administrator
7530 Little Road, Suite 340
New Port Richey, Florida 34654

Re: Cypress Creek Town Center

Dear Mr. Gallagher,

Thank you for scheduling the meeting to meet with us on August 17th to discuss the outstanding issues on Cypress Creek Town Center. Your staff has worked with us to resolve most of the outstanding issues in our draft D.O. This letter is written in order to provide you with a "heads up" on the remaining outstanding issues that require your attention, they are:

*Currently Phase I has a 2008 expiration date. We have been in the DRI process for almost three years. Optimistically, we will not be through the engineering and permitting process and be in a position to pull building permits until late 2007 or early 2008. We request an extension of Phase I for 5 years, without a new traffic study. (This is provided for by Florida Statutes and is a common practice in other Florida Counties. We don't believe that Pasco County loses anything by granting the extension, because the transportation impact fee rate is increasing, while giving the Developer needed flexibility).

*We need a finite CAP on the \$22,992,094 Proportionate share expenditure for Phase I. Again this is permitted by Florida Statute, and is most commonly done by other Florida Counties. We will work diligently to get the offsite roads engineered, approved and constructed, but we don't feel we should be penalized because construction can't begin until the permits are granted. (We would still be subject to impact fee increases and our ultimate impact fees will more than likely exceed the amount of credits we anticipate getting.)

*We have requested Pasco County loan us condemnation authority for the King Property acquisition. In concept this has been agreed to; but I don't know the results of any meetings you've had with Hank King.

*Need ability for early access to King property for engineering design. This might be easily accomplished by working through the County Surveyor?

*We request the option to drop the CR 54 Extension and pay the \$6.0mm to Pasco County, which the County could use for any area road improvements. While we feel comfortable in our estimates on the CR 54 Extension costs, it's possible that the creek crossing and/or King condemnation could escalate the costs out of control. There needs to be an exit strategy for the County and the Developer, if the estimated costs of the CR 54 Extension get out of control. Jacobs feels strongly that the road is important to their project. I believe that Jacobs wouldn't exercise this option unless the road costs really get out of hand. The ability to delete the road may also help in keeping the King condemnation costs under control. Pasco County doesn't lose if it receives the money because if the County really wants the road, you'd just require that whomever develops the King property, to build it (and they'll want to!).

*We request the ability to construct the CR 54 Extension (if built) in phases. The first section (1000'), would be required to be constructed by the mall opening. The second section before a c/o on more than 1,000,000 SF on the parcel south of SR56. In this way, even if permitting is delayed because of the creek crossing, we'd still be able to build 1000 feet of the CR 54 extension and get the project off the ground.

*We request that no letter of credit be required on the CR 54 Extension costs since we are not receiving impact fee credits for this expense. The construction of the CR 54 Extension (or the payment of \$6.0mm to Pasco County) would be a D.O. condition.

*We request that the letter of credit for the offsite road improvements be posted after the plans, permits and costs estimates are obtained. Developer will agree to time constraints so that Pasco County can be assured that design and approvals of the roads will progress on a reasonable schedule.

*We are willing to include building the balance of SR 54 to Highway 41 for Pasco County, subject to Pasco County paying the contractor for those amounts over our Proportionate Share.

*Road costs (and impact fee credits) are to include construction administration, inspections and quality control, but no charges for staff time of Sierra or Jacobs.

*Would like to clarify what other transportation improvements will be considered a site access cost and not eligible for Impact Fee Credits or towards Proportionate Share. We don't believe the SR56/54 intersection improvements should be site access costs, but we do believe it reasonable that the new intersection 1300 feet east of 54/56 would be a site access cost. There are other improvements that we believe will be site access related, and we will bring a map to the meeting to review these with you.

*In the trade off mechanism there was an abnormality in the ITE sixth edition for trips relating to movie theaters. The rate initially used in our trade off mechanism meant that Jacobs would lose something like 300,000 SF of commercial to be able to build a movie theater. (We think it should be more like 100,000 SF). ITE fixed the problem in their next edition and we request that you bless the revised exchange rate Equivalency Matrix with

respect to Movie exchange rate. Staff has stated that we would not be able to trade residential units or office for commercial. We will agree to this condition.

We feel that these issues can be ironed out and get the project approved and into the permitting stage. We are hoping to stay on schedule and pull building permits in late 2007 or 2008 and open in 2009-2010. We look forward to meeting with you.

Sincerely,

Hi Sierra

DEVELOPERS OF AVILA AND OTHER FINE COMMUNITIES

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS, DEVELOPMENT REVIEW COMMITTEE OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, CONDITIONAL USES, SPECIAL EXCEPTIONS, DEVELOPMENTS OF REGIONAL IMPACT, PRELIMINARY OR CONSTRUCTION PLAN APPROVALS, AND APPEALS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Bipin Parikh

Date of Meeting/Discussion: 8/23/2004 Location of Meeting/Discussion: West Pasco

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
BIFF CRAINE	813-223-3888	Brickley/Snolkes	
Tom Schwartz	440-808-7500	WACO GROUP	
HI SIERRA	813 963-5856	SIERRA PROPERTIES	
ALI ATEFI	727-847-8140	Pasco map	
BIPIN B. PARIKH	" " "	DEV. SERV. PASCO CO.	
Ethan Smith	813 972 4946	Wilson Miller	
Samuel P. Steffey II	(227) 847-8140	Pasco County	
David Goldstein	(727) 847-8120	Pasco County Attorney Office	

Application/Matter Being Discussed (include name and public hearing date, if known):
Cypress Creek Town Center

County Staff Contact Person For Application: Deversay Garner

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation	<input type="checkbox"/>	Noise/odor
<input type="checkbox"/>	Environmental/wetlands	<input type="checkbox"/>	Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses	<input type="checkbox"/>	Legal
<input type="checkbox"/>	Density/intensity	<input type="checkbox"/>	Schools
<input type="checkbox"/>	Economic	<input type="checkbox"/>	Parks
<input type="checkbox"/>	Utilities	<input type="checkbox"/>	Libraries
<input type="checkbox"/>	Drainage/stormwater	<input type="checkbox"/>	Fire/EMS/police/public safety
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
<input checked="" type="checkbox"/>	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
<input type="checkbox"/>	Presented in the same form at the public hearing.
<input type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

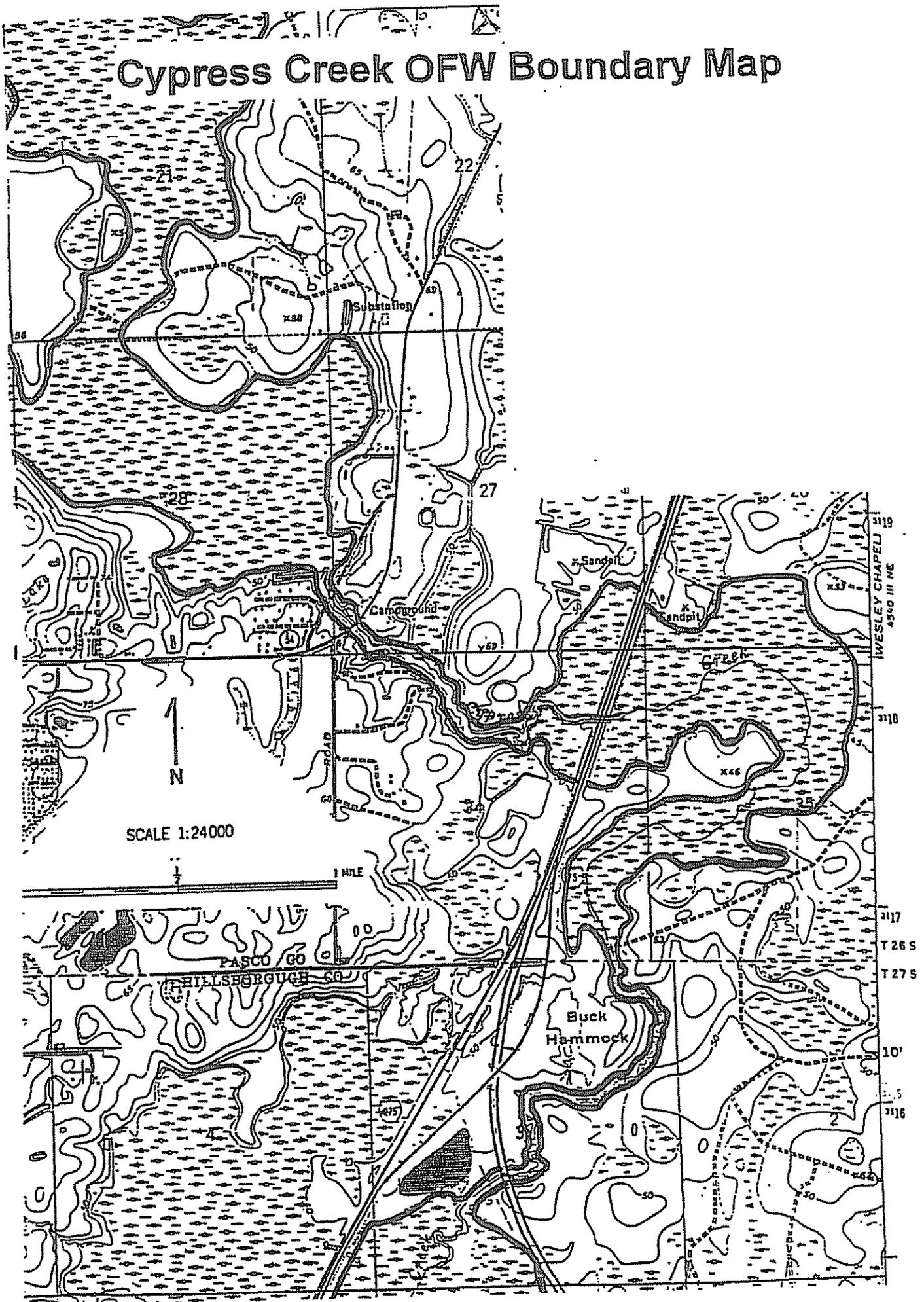
<input type="checkbox"/>	Site Visit or Site Investigation.
<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

***Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above prior to the public hearing or provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.**

EXHIBIT I

CYPRESS CREEK OFW BOUNDARY MAP

Cypress Creek OFW Boundary Map



CORRESPONDENCE

- 1. Letters Supporting Development**
- 2. Letters Opposing Development**
- 3. Ex Parte Sign-In Disclosure Forms**

Letters Supporting Development

Deversray Garner

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:01 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Development Review Committee

-----Original Message-----

From: GERALD ASHTON [mailto:jerrya@verizon.net]
Sent: Thursday, November 04, 2004 9:49 AM
To: Bipin Parikh
Subject: Development Review Committee

Pasco County Development Review Committee:

I understand there is a public hearing with the Pasco County Development Review Committee at 1:30 November 4, 2004, to consider the development of 511 acres on SR 56 (Cypress Creek Town Center). As a resident of the area, I am for the development of the site. I have been a resident of this area for over 20 years and I see no reason for my money/taxes to go to any other county than Pasco. I presently have to travel to Hillsborough County to find suitable shopping. The growth of the area is inevitable as was the development of Carpenter's Run and the numerous other communities since. Many of the opposition group was not even here when this area was "country", and they are now opposed to a "tax cash cow" whose time has come. I didn't want the new growth that has already occurred, but it has happened. I welcome the further inevitable growth since it will bring tax dollars, jobs and income to the residents of Pasco, and this location is ideal for easy access and development. Thank you for your consideration.

Gerald Ashton
25101 Bald Cypress Lane
Lutz, FL 33559
813-949-5655

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:45 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: BDicaire@vbeverages.com [mailto:BDicaire@vbeverages.com]
Sent: Thursday, November 04, 2004 11:04 AM
To: Bipin Parikh
Subject: CYPRESS CREEK TOWN CENTER

I'm in favor of this project being approved. This is indeed the right kind of development for Pasco County. We need jobs here not in Tampa.

Please make sure FDOT supports this project with a widening of SR 56 and SR54 where it is needed. The opening of SR56 has been a blessing but it is way over crowded during rush hour now and needs to be widened anyway. Let's not widen it twice, do it once and do it right.

Thanks,
Bob Dicaire

Dear Review Committee

yes for the new Town Center.
I live in Sand O Lake and
would love to see this built.
we already have new homes
everywhere but still must travel
to far for any big shopping
center. It would be new jobs.
I do not believe the 5,000 car
trips per hour as stated by
the opposition. we have nothing
like this for Sand O Lake, Wesley
Chapel or Zephyrus. we need it.

Thank you
Cobi Adams

RECEIVED

NOV 08 2004

Letters Opposing Development

November 4, 2004

Pasco County Development Review Committee
7530 Little Road
Suite 230
New Port Richey, Fl. 34654

Reference: Cypress Creek Town Center / State Road 56 Development

To Whom It May Concern:

I am writing to express my concern over the proposed Cypress Creek Town Center. The plans and proposals that I have seen for this project are totally inappropriate for this area.

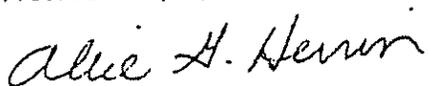
Please consider what will happen to the traffic on highway 54 and highway 56, not to mention the impact on our schools with the added residents.

I am extremely upset over the wetlands that will be endangered due to this proposed project. At a time when we should be looking to preserve beautiful property, you are considering destroying it.

This is entirely too much development in one area.

Thank you for your consideration.

A concerned property owner.



Alice G. Herrin
24354 Twin Lake Drive
Land O Lakes, Fl. 34639
(813) 909-7644

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:34 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: NO CYPRESS CREEK TOWN CENTER

FYI

-----Original Message-----

From: Smith, Phyllis [mailto:Psmith@admin.usf.edu]
Sent: Thursday, November 04, 2004 2:15 PM
To: Bipin Parikh
Subject: NO CYPRESS CREEK TOWN CENTER

This area of Pasco County has not got the infrastructure to support this development. Hwy 54 was just widened and is already too small to support the current traffic.

I live on 20 Mile Level Rd which has no direct turn from the west into or going east out of the street. Doing U-turns in and out of my street is already time consuming and at times terrifying. There is already a new Myrtle Lake subdivision that will make driving to and from home much more difficult. Adding yet another project and especially one so large will make the area even less livable.

The environmental impact would be enormous on the watershed as well as animal life.

Please seriously consider all the disruption and negative impact this massive project would have.

Phyllis Smith

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:37 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW:

FYI

-----Original Message-----

From: wanda.gonzalez@wachovia.com [mailto:wanda.gonzalez@wachovia.com]
Sent: Thursday, November 04, 2004 1:36 PM
To: Bipin Parikh
Subject:

This massive 511-acre development on state road 56 is not the right type of development for Pasco County.

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:39 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center

FYI

-----Original Message-----

From: MaryJane [mailto:dmjholt@yahoo.com]
Sent: Thursday, November 04, 2004 11:48 AM
To: Bipin Parikh
Subject: Cypress Creek Town Center

To:
The Pasco Co Development Review Committee,

I would like to express my views on the proposed "massive 511-acre development on State Road 56".

Most probably Pasco County could benefit greatly from the increase in taxes brought in by such a project. However, wouldn't the expence of widening roads, building additional schools (we already are in need of more schools, without adding hundreds more children), and all the infrastructure required for such an expansive project,etc, more than eat up any expected tax windfall? State Road 56 has been great for residents in the area, but it would become another "parking lot" and where would the land to widen the highway come from?

The water supply for Pasco County is already over burdoned without adding more businesses, residences and all the peripheral uses entailed in the proposed project.

I strongly oppose the project and would hope that it is voted down.

Sincerely,

Mary Jane Holt
23647 Woodglen Ave.
Land O'Lakes, Fl. 34639

Do you Yahoo!?
Check out the new Yahoo! Front Page.
www.yahoo.com

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:47 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center

-----Original Message-----

From: barbara ruokonen [mailto:foggy.ridge@verizon.net]
Sent: Thursday, November 04, 2004 11:02 AM
To: Bipin Parikh
Subject: Cypress Creek Town Center

What are you people thinking?? Why do we want to build a megalopolis? Do you think 700 hotel rooms will be filled by all the tourists who want to shop at a 1.5 million sf regional mall, a 600,000 sf retail center and a 96,000 sf strip mall? Do you care that our quality of life will be devastated by destroying wetlands and inundating the community with what will surely be a nightmare of traffic?

I live within a mile of this site, so it's in my backyard. Give us a break. Please scale it down - way down.

Barbara Ruokonen, 1450 Foggy Ridge Pkwy.

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 5:08 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center
Importance: High

-----Original Message-----

From: Charliem [mailto:mmiller30@verizon.net]
Sent: Thursday, November 04, 2004 9:22 AM
To: Bipin Parikh
Subject: Cypress Creek Town Center
Importance: High

I join The Sierra Club, Florida Nature Coast Group; Citizens Against Cypress Creek Town Center; in opposing the Cypress Creek Town Center-DRI 252.

My major objections are the sheer size of the development, leading to the tremendous increase in traffic, subsequent vehicle saturation of the surrounding roads, and the impact on current residents of the area; destruction of some 70 acres of wetlands, and the problems that go with most of the development being in the 100-year floodplain: a clear indication of the chance of future problems with flooding and concurrent destruction of the development and surrounding residential areas.

I am also a contributing, supporting member of the Sierra Club, Florida Nature Coast Group, and The Nature Conservancy, "Saving the Last Great Places On Earth".

This development is NOT RIGHT FOR ANY REASON, except the greed of the developers.

Charles Miller
22721 Roderick Drive
Land O Lakes, FL 34639

Deversray Garner

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:32 AM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: cypress creek town center

FYI

-----Original Message-----

From: ch [mailto:chgreenhope@ij.net]
Sent: Thursday, November 04, 2004 6:12 AM
To: Bipin Parikh
Subject: cypress creek town center

I VOTE NO ON CYPRESS CREEK TOWN CENTER. CHARLENE HOAG, 3145 CRENSHAW CT., NPR 34655

Deversray Garner

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:33 AM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: cypress creek

-----Original Message-----

From: Arthur Joyal [mailto:joyal@peoplepc.com]
Sent: Thursday, November 04, 2004 10:42 PM
To: Bipin Parikh
Subject: cypress creek

Sir:

Pasco County should not approve mega developments as described for Cypress Creek. Controlled development of the county in carefully assessed stages is preferable to avoid chaos in the future. The large scale developments will impose on our infrastructure very uncomfortable conditions such as follows:

1. Large increments of demand on our limited water supply will lead to impossible conditions during periodic dry conditions that the Aquifer cannot support.
2. Schools for an explosion of children cannot be supported, this is evident on normal county population expansion that we are now experiencing.
3. More and more roads will be required, beyond those that are now under construction.
4. Sewer treatment plants will be necessary and will the effluent be discharged so as not to harm the environment.
5. Destruction of wetlands will further harm the aquifer and prevent recharging.

These are just a few of the arguments against the approval of mega developments which will ultimately destroy the County as we now know it.

Thanks for your consideration. Arthur Joyal

Deversray Garner

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:35 AM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center

-----Original Message-----

From: Ken Anderson [mailto:ken.e.anderson@worldnet.att.net]
Sent: Thursday, November 04, 2004 10:21 PM
To: Bipin Parikh
Cc: JFROST1020@aol.com; "The Laker"
Subject: Cypress Creek Town Center

Dear Members of Pasco County Review Committee:

My wife, mother-in-law and I have lived in Carpenter's Run for over three years. The reason we chose this location was the peaceful, quiet neighborhoods, the friendly neighbors, and accessibility to IS 75 and Route 54. I take Route 54 every day to work in Odessa.

When we first moved here 54 was lightly traveled, compared to what it has become. Yesterday it took me about 5 minutes before there was a break in traffic in which I could rather unsafely cross into the center median to go west. Then another wait until traffic cleared from the east. Coming home last evening at 6 PM traffic actually slowed to 40 mph between Livingston Rd and Carpenter's Run.

We cannot absorb any more traffic than what we are already being forced to confront by all the development on the 54 corridor. A recent study said when just 20% of the approved development on 54 is completed, 54 will fail to handle the increased traffic. THAT'S JUST 20%! We cannot afford to overload Route 54 with the increased traffic the Cypress Creek Town Center will dump on us.

The beauty of these communities that will be affected by the Center will be destroyed, and will create another Dale Mabry. The wetlands that would be destroyed by this Trojan Horse will adversely affect an already serious flooding problem here in Carpenter's Run. We can't lower our outlet bank to Cypress Creek to prevent our flooding because it will cause flooding farther down Cypress Creek. Imagine what the affect will be of channeling 570 acres of rainfall that is presently being absorbed by wetlands and grazing fields into Cypress Creek. It will be a disaster!

You may talk about 100% containment communities, but the matter of fact is that we were far from the proverbial 100 year rains during hurricanes Frances and Jeanne, yet the 100% retention pond for the development on Cypress Creek Rd to the south of Carpenter's Run was nearly overflowing by the end of Jeanne. The traffic from that development will overload Cypress Creek Rd, County Line Rd, and the feed on Collier Ave onto 54.

I plead with you to put the brakes on the exploitation of our wonderful Pasco county. We don't need another mall. We have a new Target, and a Wal-mart Super center just to the south on Bruce B. Downs. The local merchants in the area will be forced out of business by the Center. Why should we allow somebody's lust for money destroy what we already have and enjoy? The Cypress Creek Town Center is NOT the right type of development for Pasco County.

Thank you in advance for derailing this "Hi Speed Bullet Train" Town Center debacle.

Ken Anderson
Resident and Home Owner in Carpenter's Run

Deversray Garner

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:35 AM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: Sgtcanddo@aol.com [mailto:Sgtcanddo@aol.com]
Sent: Thursday, November 04, 2004 9:17 PM
To: Bipin Parikh
Subject: CYPRESS CREEK TOWN CENTER

Please put a stop to more huge development in Pasco County.
We are losing what nature has provided for thousands of years. Enough is enough.

Sincerely,
Rafael A. Candelario

11/4/04

I VOTE "NO"
to the
Cypress Creek Town Center

Pasco County Development
Review Committee Please
take this into consideration.

We do not have the roads
to handle the increased traffic
and destroying wetlands is
totally unacceptable.

Sincerely
Robyn Kendall
4520 Steel Dust Ln
Intz Fl 33559

Robyn B Kendall

Deversray Garner

From: Deversray Garner
Sent: Friday, November 05, 2004 5:37 PM
To: Deversray Garner
Subject: FW: cypress creek town center

-----Original Message-----

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:02 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: cypress creek town center

-----Original Message-----

From: Aserethoo@aol.com [mailto:Aserethoo@aol.com]
Sent: Thursday, November 04, 2004 9:46 AM
To: Bipin Parikh
Subject: cypress creek town center

To Whom It May Concern,

I am unable to get to the public hearing, but would like my voice to be heard. I am absolutely against such a huge development! Most, if not all of us moved here or have stayed here to get away from such development, away from the excess air, noise, traffic, and light pollution. We are here because we value trees, grass, space and quiet. This area does not need more stores, for pete sake. We already have plenty of shopping opportunities within a reasonable drive.

Thank you,

Teresa Hoover
329 County Line Rd. E.
Lutz, 33549

Deversray Garner

From: Deversray Garner
Sent: Friday, November 05, 2004 5:37 PM
To: Deversray Garner
Subject: FW: NO to Cypress Creek Town Center

-----Original Message-----

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:12 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: NO to Cypress Creek Town Center

-----Original Message-----

From: debicurley@netzero.net [mailto:debicurley@netzero.net]
Sent: Wednesday, November 03, 2004 8:48 PM
To: Bipin Parikh
Cc: cacctc@hotmail.com
Subject: NO to Cypress Creek Town Center

Dear Sirs and Madams;

Please oppose the Cypress Creek Town Center. We do not want this kind of development on State Road 56. Please preserve our land, our peaceful and beautiful county. Do not vote to destroy what makes folks want to live here. Please uphold the spirit of the wetland preservation laws. Our infrastructure, roads, schools, water is not capable of accomidating this growth.

Please vote for sensible, conservative growth. Please oppose this development.

Sincerely,
Debra Curley

Deversray Garner

From: Deversray Garner
Sent: Friday, November 05, 2004 5:38 PM
To: Deversray Garner
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:13 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: CINDYMASSOP@aol.com [mailto:CINDYMASSOP@aol.com]
Sent: Wednesday, November 03, 2004 8:39 PM
To: Bipin Parikh
Subject: CYPRESS CREEK TOWN CENTER

Development Committee:

I live on State Road 56 in Land O'Lakes, formerly HWY 56, and want to voice my opposition to the development of the mall and its annexes. The rural charm of the area landscape has already been lost due to the tremendous construction over the last 5 years. I feel that the planned development would cause the area to lose its appeal, both because of traffic and quality of life.

Since I'm unable to attend the hearing tomorrow, please register this email among the voices of opposition.

Ex Parte Sign-In Disclosure Forms

EX PARTE SIGN-IN/DISCLOSURE FORM

Deversray G.

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS, DEVELOPMENT REVIEW COMMITTEE OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, CONDITIONAL USES, SPECIAL EXCEPTIONS, DEVELOPMENTS OF REGIONAL IMPACT, PRELIMINARY OR CONSTRUCTION PLAN APPROVALS, AND APPEALS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: *Bipin Parikh*

Date of Meeting/Discussion: *2/30/04* Location of Meeting/Discussion: *Rm A DEV. SER*

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
<i>TOM SENNITT</i>	<i>440-808-7500</i>	<i>TRAILS GROUP</i>	<i>Developer</i>
<i>HI SIERRA</i>	<i>813 963-8856</i>	<i>SIERRA PROPERTIES</i>	<i>Property owner</i>
<i>Elton Smith</i>	<i>813 223 9500</i>	<i>Wilson Miller</i>	<i>Engineer</i>
<i>Georgianne Ratliff</i>	<i>813 223-9500</i>	<i>Wilson Miller</i>	<i>Planner</i>
<i>Biff Craine</i>	<i>913-223-3888</i>	<i>Brickleyer, et al</i>	<i>Attorney</i>
<i>Sam Steffey</i>	<i>(727) 847-8140</i>	<i>Pasco County</i>	<i>Planner</i>
<i>ALI ATBEF</i>	<i>727-847-8140</i>	<i>mpo</i>	<i>Transportation</i>

Application/Matter Being Discussed (include name and public hearing date, if known):
Cypress Creek Town Center DRI - no date (TRANSPORTATION)

County Staff Contact Person For Application: *DEVERRAY*

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation	Noise/odor
<input type="checkbox"/>	Environmental/wetlands	Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses	Legal
<input type="checkbox"/>	Density/intensity	Schools
<input type="checkbox"/>	Economic	Parks
<input type="checkbox"/>	Utilities	Libraries
<input type="checkbox"/>	Drainage/stormwater	Fire/EMS/police/public safety
<input type="checkbox"/>	Other:	Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input checked="" type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
<input type="checkbox"/>	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
<input type="checkbox"/>	Presented in the same form at the public hearing.
<input type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

<input type="checkbox"/>	Site Visit or Site Investigation.
<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above prior to the public hearing or provide the disclosure form (and any attachments) at the

EX PARTE SIGN-IN/DISCLOSURE FORM

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Name of Local Public Official Attending Meeting/Discussion: Honorable Ted Schrader

Date of Meeting/Discussion: 9/29/04 Location of Meeting/Discussion: Historic Courthouse

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
<u>Tom Schmitz</u>	<u>440-808-7500</u>	<u>Jacobs Group</u>	<u>Developer</u>
<u>Georgiane Ruffe</u>	<u>613-823-9500</u>	<u>Wilson Miller</u>	<u>PLANNER</u>
<u>Mi Sierra</u>	<u>613-963-5836</u>	<u>Sierra Properties</u>	<u>LANDOWNER</u>

Application/Matter Being Discussed (include name and public hearing date, if known):
CYPRESS CREEK TOWN CENTER DRI

County Staff Contact Person For Application: Deversmy Garner

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation	<input type="checkbox"/>	Noise/odor
<input checked="" type="checkbox"/>	Environmental/wetlands	<input type="checkbox"/>	Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses	<input type="checkbox"/>	Legal
<input type="checkbox"/>	Density/intensity	<input type="checkbox"/>	Schools
<input type="checkbox"/>	Economic	<input type="checkbox"/>	Parks
<input type="checkbox"/>	Utilities	<input type="checkbox"/>	Libraries
<input checked="" type="checkbox"/>	Drainage/stormwater	<input type="checkbox"/>	Fire/EMS/police/public safety
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
<input type="checkbox"/>	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
<input checked="" type="checkbox"/>	Presented in the same form at the public hearing.
<input checked="" type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

<input type="checkbox"/>	Site Visit or Site Investigation.
<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

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RECEIVED
OCT 8 5 2004

EX PARTE SIGN-DISCLOSURE FORM

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Name of Local Public Official Attending Meeting/Discussion: Pat Mulieri

Date of Meeting/Discussion: 9/29/04 Location of Meeting/Discussion: NPR Govt Ctr.

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (If applicable)
Georgianne Rattiff	813-223-9500	Sierra Prop./Jacobs	Planner
Hi SIERRA	813 963 5856	"	PROPERTY OWNER
Tom Samartz	408-888-7500	MEADOW GROUP	DEVELOPER

Application/Matter Being Discussed (include name and public hearing date, if known):
PKL/Comp Plan Amendment/Zoning

County Staff Contact Person For Application: Deversay Gaines

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation	<input type="checkbox"/>	Noise/odor
<input checked="" type="checkbox"/>	Environmental/wetlands	<input checked="" type="checkbox"/>	Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses	<input type="checkbox"/>	Legal
<input type="checkbox"/>	Density/intensity	<input type="checkbox"/>	Schools
<input checked="" type="checkbox"/>	Economic	<input type="checkbox"/>	Parks
<input type="checkbox"/>	Utilities	<input type="checkbox"/>	Libraries
<input checked="" type="checkbox"/>	Drainage/stormwater	<input type="checkbox"/>	Fire/EMS/police/public safety
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input checked="" type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
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<input type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

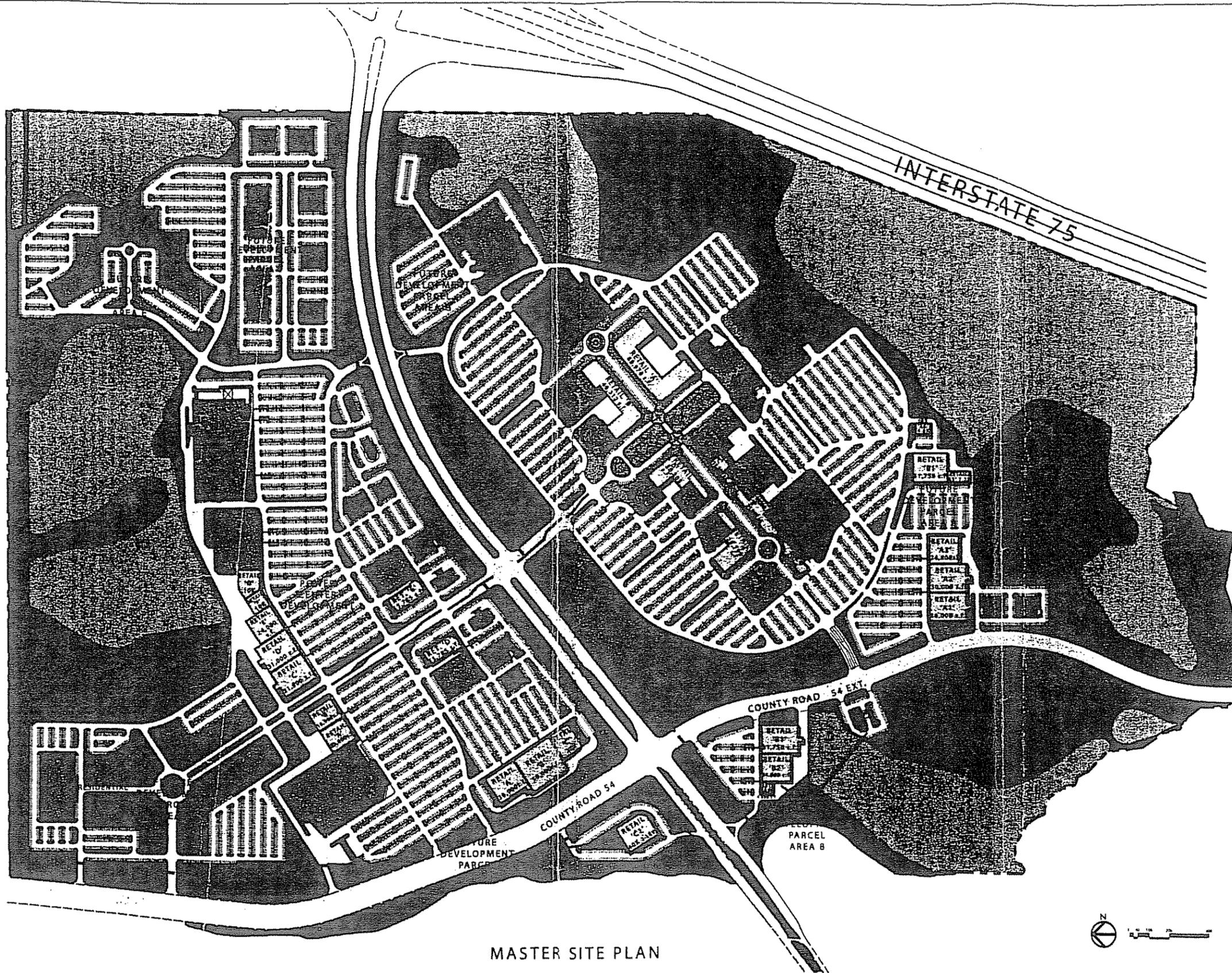
Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

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<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

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252 F

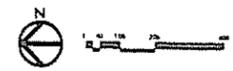
RECEIVED
DEC 10 2004
Tampa Bay Regional
Planning Council



MASTER SITE PLAN

CYPRESS CREEK TOWN CENTER
PASCO COUNTY, FLORIDA

POWER CENTER SITE DATA:	
MAJOR RETAIL 'A'	145,000 sq. ft.
MAJOR RETAIL 'B'	181,200 sq. ft.
RETAIL	222,000 sq. ft.
TOTAL SF	548,200 sq. ft.
PARKING:	
RETAIL AT 5/1000 SF	3082 spaces
PARKING PROVIDED	3078 spaces
OUTPARCEL DEVELOPMENT:	
RETAIL 'A'	30,000 sq. ft.
RETAIL 'B'	30,000 sq. ft.
RETAIL 'C'	20,000 sq. ft.
RETAIL 'D'	30,000 sq. ft.
RETAIL 'E'	15,785 sq. ft.
RETAIL 'F'	30,000 sq. ft.
RETAIL 'G'	15,785 sq. ft.
BANKS	9,000 sq. ft.
RESTAURANTS	36,000 sq. ft.
TOTAL SF	227,160 sq. ft.
PARKING:	
RETAIL AT 5/1000 SF	1008 spaces
RESTAURANTS AT 10/1000 SF	361 spaces
PARKING PROVIDED	1724 spaces
LEVENTIS CENTER SITE DATA:	
DEPT. STORE 'A'	110,000 sq. ft.
DEPT. STORE 'B'	100,000 sq. ft.
MAJOR RETAIL 'A'	11,500 sq. ft.
MAJOR RETAIL 'B'	25,000 sq. ft.
MAJOR RETAIL 'C'	45,000 sq. ft.
MAJOR RETAIL 'D'	38,814 sq. ft.
MAJOR RETAIL 'E'	21,500 sq. ft.
MAJOR RETAIL 'F'	18,000 sq. ft.
MAJOR RETAIL 'G'	15,000 sq. ft.
MAJOR RETAIL 'H'	15,000 sq. ft.
MAJOR RETAIL 'I'	35,000 sq. ft.
RETAIL 'A'	68,878 sq. ft.
RETAIL 'B'	48,512 sq. ft.
RETAIL 'C'	11,200 sq. ft.
RETAIL 'D'	30,305 sq. ft.
RETAIL 'E'	21,425 sq. ft.
RETAIL 'F'	28,790 sq. ft.
RETAIL 'G'	8,745 sq. ft.
CINEMA	78,000 sq. ft.
RESTAURANTS	22,000 sq. ft.
TOTAL SF	781,223 sq. ft.
PARKING:	
REQUIRED 5/1000 RETAIL	3425 spaces
REQUIRED 1000 CINEMA	1000 spaces
PARKING PROVIDED	4623 spaces
FUTURE DEVELOPMENT PARCEL 'A':	
RETAIL 'A1'	30,000 sq. ft.
RETAIL 'A2'	30,000 sq. ft.
RETAIL 'A3'	24,000 sq. ft.
RETAIL 'A4'	30,000 sq. ft.
RETAIL 'A5'	7,200 sq. ft.
RETAIL 'A6'	4,800 sq. ft.
RESTAURANT 'A1'	8,000 sq. ft.
RESTAURANT 'A2'	8,000 sq. ft.
TOTAL SF:	142,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'B':	
RETAIL 'B1'	21,250 sq. ft.
RETAIL 'B2'	24,000 sq. ft.
RETAIL 'B3'	4,000 sq. ft.
RETAIL 'B4'	5,000 sq. ft.
TOTAL SF:	54,250 sq. ft.
FUTURE DEVELOPMENT PARCEL 'C':	
RETAIL 'C1'	40,000 sq. ft.
TOTAL SF:	40,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'D':	
RESIDENTIAL	400 UNITS
TOTAL UNITS:	400 UNITS
FUTURE DEVELOPMENT PARCEL 'E':	
OFFICE UNIT 'A'	150,000 sq. ft.
OFFICE UNIT 'B'	120,000 sq. ft.
OFFICE UNIT 'C'	150,000 sq. ft.
TOTAL SF:	420,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'F':	
HOTEL 'F1'	150 ROOMS
HOTEL 'F2'	150 ROOMS
TOTAL ROOMS:	300 ROOMS
RESTAURANT 'F1'	8,000 sq. ft.
RESTAURANT 'F2'	8,000 sq. ft.
RESTAURANT 'F3'	8,000 sq. ft.
RESTAURANT 'F4'	8,000 sq. ft.
RESTAURANT 'F5'	8,000 sq. ft.
TOTAL SF:	40,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'G':	
HOTEL 'G1'	400 ROOMS
TOTAL ROOMS:	400 ROOMS
RESTAURANT 'G1'	10,000 sq. ft.
TOTAL SF:	10,000 sq. ft.

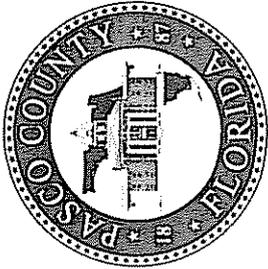


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SK-05
05 AUGUST 2004
ka# 04021-01

#252



PASCO COUNTY, FLORIDA

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

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

December 15, 2004

Mr. Charles Gauthier, AICP
Chief Bureau of Local Planning
Florida Department of
Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Cypress Creek Town Center – Development of Regional Impact/Development Order

Dear Mr. Gauthier:

Please remove the previously attached Cypress Creek OWF Boundary Map (Exhibit I) regarding the rendered Cypress Creek Town Center Development of Regional Impact, Development Order (Resolution No. 05-40) and replace it with the attached map.

If you have any questions, please contact me at (727) 847-8140, ext. 7848.

Sincerely,


Deversray L. Garner
Planner II

DLG/dlg
Attachment

cc: John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100, Pinellas Park, FL 33782
Biff Craine, Esq., Bricklemeyer Smolker & Bolves, P.A., 500 East Kennedy Blvd.
Tampa, FL 33602
Samuel P. Steffey II, Growth Management Administrator
Richard Grinnell, Planner II

This copy shows the OFW line in the vicinity of Cypress Creek Town Center and was reproduced from that larger Exhibit of the OFW line attached to the Settlement Agreement in DOAH Case # 95-3681RP. Sierra, Etc. vs. FDEP

Image Data: USGS Digital Ortho Quads - Lutz and Wesley Chapel, 1995

<p><i>FDEP Approved by [Signature] 11/25/99 Approved by [Signature] 11/25/99 Approved by [Signature] 11/25/99 Approved by [Signature] 11/25/99</i></p>	<p>DESIGNED BY: AAK/SRD/RJC</p>	<p>PROJECT # 4223-001-B70</p>
<p>DRAWN BY: AAK</p>	<p>CHECKED BY: SRD/RJC</p>	<p>DATE: 9 September 1999</p>
<p>CHECKED BY: SRD/RJC</p>		<p>REVISION DATE: 5 November 1999</p>

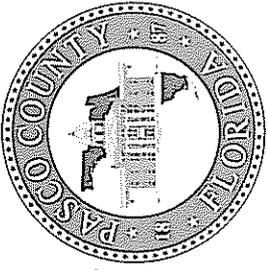
FILE NAME: *DEC 15 2004*
 LAYOUT NAME: *ar_56a1pr-bit_ard_braconW.p85+*

BIOLOGICAL RESEARCH ASSOCIATES
 3910 U.S. Highway 301 North
 Suite 180
 Tampa, Florida 33617
 (813)-664-4500 Fax (813)-664-0440
 www.bioresearch.com



OFW Line (5 November 1999)

252



PASCO COUNTY, FLORIDA

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

CERTIFIED MAIL NO. 7099-3400-0003-2541-5954
RETURNED RECEIPT REQUESTED

December 8, 2004

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

RE: Cypress Creek Town Center – Development of Regional Impact/Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Cypress Creek Town Center Development of Regional Impact, Development Order (Resolution No. 05-40), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. The Pasco County Board of County Commissioners approved this development order on November 23, 2004.

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

Sincerely,


Deversray L. Garner
Planner II

DLG/dlg
Enclosure

cc: Samuel P. Steffey II, Growth Management Administrator
Michael LaSala, AICP, Senior Planner
Richard Grinnell, Planner II

**A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING,
WITH CONDITIONS, THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 252).**

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc. (Applicant/Developer) have filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Cypress Creek Town Center; and,

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

WHEREAS, the culmination of review pursuant to Section 380.06, F.S., requires approval, approval with conditions, or denial of the ADA; and,

WHEREAS, this **Development Order (DO)** for the Cypress Creek Town Center DRI was adopted by the Pasco County Board of County Commissioners on November 23, 2004.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

The ADA of the Cypress Creek Town Center DRI is approved with conditions as set forth in the following development order (DO), which is hereby adopted by the Board of County Commissioners:

CYPRESS CREEK TOWN CENTER DEVELOPMENT ORDER

1. General Findings of Fact

The Board of County Commissioners makes the following general Findings of Fact:

- a. Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc., hereinafter referred to as the Applicant/Developer, has filed in accordance with Section 380.06, F.S., as amended, the ADA of the Cypress Creek Town Center DRI and four (4) associated Responses to Request for Additional Information, the sum total of which shall be referred to as the "Application."
- b. The nature, type, scope, intensity, density, costs, and general impact of the proposed Cypress Creek Town Center DRI are those which are summarized in Composite Exhibit A, the Application, and in Exhibit B, the Specific Findings of Fact and Regional Impacts contained in Pages 1-91 of the Tampa Bay Regional Planning Council (TBRPC) Final Report. Both Exhibits A and B are incorporated into this DO by reference.
- c. The real property encompassed by the Cypress Creek Town Center DRI is owned by the Applicant/Developer and FDOT, and a description of the real property is attached hereto as Exhibit C, ("the Property") which is made a part of this DO.

- d. The Pasco County Comprehensive Plan Future Land Use Map classification for the Property is RES-3 (Residential - 3 du/ga). On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 04-D2 to amend the classification on the Future Land Use Map for the Property subject to the application from RES-3 (Residential - 3 du/ga) to ROR (Retail/Office/Residential) and CON (Conservation).
- e. Zoning on the property which is subject to the Application is A-C Agricultural. On November 23, 2004 the Board of County Commissioners will consider adoption of Petition No. 6288 to rezone the Property from A-C to MPUD.
- f. On March 12, 2004, the TBRPC notified Pasco County that the Sufficiency Review was complete, that the TBRPC had initiated the preparation of its DRI Final Report, and that the local government should set a date for a public hearing on the pending Application.
- g. The Board of County Commissioners has scheduled and held a public hearing on the pending Application on November 23, 2004.
- h. Notice of the hearing has been published in a newspaper of general circulation at least sixty (60) days prior to the date set for the Board of County Commissioners hearing.
- i. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence.
- j. Additionally, at the public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications.
- k. The Board of County Commissioners has received and considered the TBRPC Final Report on the above-referenced Application.
- l. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the recommendation of the Pasco County Growth Management Department and the Pasco County Development Review Committee (DRC).

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

- a. This Cypress Creek Town Center DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Application.
- b. As conditioned, this DRI/DO addresses issues raised consistent with the report and recommendation of the TBRPC.
- c. As conditioned, this DRI/DO is consistent with the Pasco County Land Development Code (local land development regulations).

d. As conditioned, this DRI/DO is consistent with the adopted Pasco County Comprehensive Plan as amended and shall be deemed effective concurrent with the effective date of the associated Pasco County Comprehensive Plan Amendment.

e. The land that is the subject of this DRI/DO is not in an Area of Critical State Concern.

f. As conditioned, this DRI is consistent with the State Land Development Plan.

3. Approval Stipulations

a. Specific approval of Phase I of the Application is hereby granted with conditions. Phase II of the Application is subject to additional review as provided herein. Conceptual approval is granted for Phase II; this may be changed to specific approval, subject to additional analyses through the NOPC process performed pursuant to the requirements of Section 380.06, F.S., and in accordance with Specific Conditions No. 5.n.(1) and 5.o. (2) of this DO.

b. The requirements of and conditions contained in this DO shall regulate the development of the property described in Exhibit C. Following the adoption of this DO, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the property.

In the event Pasco County believes violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer after providing the Applicant/Developer with an opportunity to be heard and, if it is determined by the County Administrator or his designee that a violation has occurred, the County Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected or the Board of County Commissioners rescinds the Notice of Noncompliance at a hearing to consider the matter. Notwithstanding the foregoing, violations of the Development Agreement shall be addressed in accordance with the provisions of the Development Agreement.

c. All development specifically authorized by this DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated in the manner specified in this DO.

(2) The Applicant's/Developer's commitments set forth in Exhibit D shall be honored by the Applicant/Developer, except as they may be superseded by specific terms of this DO.

d. Development of the Cypress Creek Town Center DRI shall be governed by the standards and procedural provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), F.S. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

e. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2019, unless the County can demonstrate that substantial changes in the conditions underlying the approval of this DO have occurred or that the DO was based on substantially inaccurate information provided by the Applicant/Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and land development regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

f. As provided in Chapter 190, F.S., and subject to the Pasco County Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD, which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

g. The property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the property may continue to be used for agricultural activities until the property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

(1) Development of the Cypress Creek Town Center shall proceed in accordance with the phasing schedule indicated in Table 1 below.

(2) Excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Developer's risk and shall not vest latter phase development rights.

Table 1
Cypress Creek Town Center DRI
Land Use and Phasing Schedule

<u>Land Use</u>	<u>Phase 1 (2004-11)</u>	<u>Phase 2 TBD²</u>	<u>Totals</u>
Regional Mall (SF) ¹	1,300,000	215,000	1,515,000
Retail Center (SF) ¹	600,000	0	600,000
Office (SF) ¹	120,000	300,000	420,000
Hotel (Rooms)	350	350	700
Highway Commercial (SF) ¹	96,000	0	96,000
Multifamily Residential (D.U.)	230	400	630

¹ Square feet in Gross Leasable Area ("GLA") for the purposes of calculating entitlements only shall mean the actual number of square feet on all levels that is equal to the Gross Building Area ("GBA") minus any enclosed or open air mall, and other interior or exterior areas occupied primarily by mechanical, electrical, telephone or other operating equipment, truck or loading docks, police substations, service and fire corridors, stairwells and freight elevator shafts, and maintenance facilities. Construction plans shall reflect both GBA and GLA. All construction plans shall provide an updated accounting of total approved, previously permitted and requested GBA and GLA.

² To Be Determined consistent with Conditions 5.n. (1) and 5.o. (2).

b. Effective Date and Duration

(1) The DO for the Cypress Creek Town Center DRI shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent and the appeal period has passed for all comprehensive plan amendments associated with the Cypress Creek Town Center DRI.

(2) The effective period of this DO shall be until December 31, 2019. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Section 380.06(19), F.S.

c. Commencement of Development

If physical development of the Cypress Creek Town Center has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Section 380.06(19), F.S., whether the delay represents a substantial deviation from the terms and conditions of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or vertical development, unless otherwise approved by Pasco County.

d. Build-out of Project

(1) The build-out date of Phase 1 of the project shall be December 31, 2011.

(2) Any delay in the build-out date of Phase 1 of the project beyond December 31, 2011, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO amendment which may include a re-evaluation of required transportation mitigation. The applicable build-out date for Phase 2 shall be established when specific approval of Phase 2 is obtained.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described elsewhere herein, the project consists of the land uses by phase as described in Table 1.

b. Land Use Exchange

(1) Phase 1 development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the Florida Department of Community Affairs and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next Biennial Report. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Notwithstanding the foregoing, office entitlements cannot be exchanged for retail, mall, hotel, or residential entitlements. In addition, no approved entitlements may be traded for additional residential entitlements.

(2) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the Notice of Proposed Change (NOPC) process as required by Section 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of this DO.

(3) Unless the Applicant/Developer demonstrates to Pasco County that projected traffic volumes and patterns would be similar to those initially approved, conversion of land entitlements authorized under provisions of the Land Use Equivalency Matrix shall be limited as follows: Land use entitlements located on the parcel north of S.R. 56 can only be exchanged for authorized entitlements located on the north parcel. The same applies for south parcel entitlements.

c. Water Quality and Drainage

(1) Development of Cypress Creek Town Center shall not result in a Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Section 40D-4, Florida Administrative Code (FAC), and Pasco County stormwater management requirements. Treatment shall be provided by biological filtration and residence times or a combination thereof. Best Management Practices (BMP) for reducing adverse water quality impacts as required by the regulations of Pasco County and other appropriate regulatory bodies shall

be implemented. South of S.R. 56, the stormwater treatment system shall be designed to treat the first 1½ inches of rainfall and shall provide fourteen (14) day residence time, unless otherwise approved by Pasco County and the SWFWMD. In addition, the Applicant/Developer shall comply with the following design requirements.

- (a) All swales shall be fully vegetated and operational.
- (b) Dry stormwater retention/detention areas, including side slopes and bottoms, shall be fully vegetated as required.

(c) The Applicant/Developer or other responsible entities shall ensure that the stormwater management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit (ERP). The Applicant/Developer or other responsible entities shall hire a licensed engineer to conduct annual inspections of the stormwater management system on the project site to ensure that the system is being properly maintained in keeping with its design and is capable of accomplishing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each DRI Biennial Report.

(d) Should the Applicant/Developer or its representative discover that if any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, report such fact to Pasco County and shall promptly undertake any necessary repairs or modifications to the system. The Biennial Report shall describe any such problems and the necessary repairs or modifications to remedy them as well as what repairs or modifications to the system have been undertaken since the previous Biennial Report.

(e) The stormwater management system shall be designed to maintain the natural hydroperiod of the on-site wetlands and the floodplain habitats of Cypress Creek and Cabbage Swamp in full conformance with permit requirements by appropriate agencies with jurisdiction.

(f) Prior to the first construction plan approval, the Applicant/Developer must provide a plan detailing the operation and maintenance of the stormwater management system. The plan shall, at a minimum, identify the responsible entity, establish a long-term funding mechanism which may include the formation of a Property Owners Association, and provide assurance through written commitments that the entity in charge of the program has the technical expertise necessary to carry out the operation and maintenance functions of the stormwater management system. The plan must be approved by Pasco County prior to construction plan approval, and implementation of the plan must begin prior to each phase.

(g) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary site plan approval.

(h) The Applicant/Developer shall advise future residents and tenants of seasonal variations with created water features and that lakes should not be perceived as having constant water levels.

(3) Planning and development of the Cypress Creek Town Center shall conform to the rules adopted by the Southwest Florida Water Management District (SWFWMD) for the Northern Tampa Bay Water (TBW) Use Caution Area. Development of the Cypress Creek Town Center shall be designed to not negatively impact the existing water quality of Cypress Creek, an OFW, as required in Section 40D-4, FAC. There shall be no direct discharge of stormwater runoff into Cypress Creek.

(a) In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. The Applicant/Developer shall develop a surface-water quality monitoring program to be continued through project build-out demonstrating compliance with such standards. The following parameters shall be included within any required surface water-quality monitoring program: sampling locations and specific parameters, frequency of monitoring, and reporting subject to approval by Pasco County, SWFWMD, FDEP, TBW and other appropriate regulatory bodies. Access to the monitoring sites shall be made available to the agencies listed above.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with the (EPA/FDEP) Environmental Protection Agency/Florida Department of Environmental Protection quality-control standards and requirements.

(c) The surface water-quality monitoring results shall be submitted to the FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standard, the Developer shall identify the specific construction or other activity identified as causing the violation which shall cease until the violation is corrected. The design of the stormwater collection system shall facilitate the testing of stormwater runoff from individual parcels to help in detection of the specific source of any such violation. In the event that the specific construction or other activity causing the violation cannot be identified, all construction shall cease until the violation is corrected.

(d) Subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds. All test boring logs of the site are to be provided during the permitting process and prior to any construction to the FDEP and the Southwest Florida Water Management District (SWFWMD).

(4) A groundwater-quality monitoring program shall be developed in coordination with the FDEP and the SWFWMD to establish parameters, methodology, and locations of monitoring sites. Any such program shall be submitted to Pasco County, FDEP, SWFWMD, and TBW for review and approval and shall be included in each Biennial Report. Any required groundwater-quality

monitoring program shall be instituted before construction begins to provide background data and shall continue through project build-out. If reclaimed water for irrigation purposes is used in the future, any groundwater-monitoring program shall be amended as required by the permit for use of reclaimed water. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the exceedance shall cease until the exceedance is corrected. Monitoring results shall be included in each Biennial Report. To prevent adverse effects to groundwater quality during construction, there shall be no excavation into the Floridian aquifer's confining layers or underlying limestone. The ways that the Developer will prevent this from occurring and any remedial action it will implement should it occur, are required to be outlined during the site plan permitting process and submitted by the County to TBW for review and comment.

(5) An integrated, pest-management program shall be implemented to minimize the use of fertilizers and pesticides. The Applicant/Developer shall implement BMPs for reducing water-quality impacts as recommended by Pasco County, TBW, and SWFWMD. This activity shall include, but not be limited to, a street-cleaning program for roadways and parking areas.

(6) The Applicant/Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable following examples such as the Florida Yards and Neighborhoods program. Construction BMP shall be used to prevent construction-related turbidity and erosion problems.

(7) On-site stormwater wet-detention ponds shall include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Applicant/Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water) for the duration of the permit.

(8) All drainage system components shall comply with Section 40D-4, FAC, as well as all other applicable local, State, and Federal rules and regulations.

(a) The amount of development proposed will result in an increased volume of stormwater runoff. Several methods exist that can help reduce the impact from this increased volume of stormwater. Low-impact design elements should be incorporated throughout the site to the maximum extent possible to include: shallow, vegetated swales in all parking areas; small, recessed garden areas throughout parking and building landscape areas; porous pavement and other pervious pavement technologies; stabilized grass areas for overflow parking; and retention of the maximum amount of existing, native vegetation.

(9) Protect water quality within the Cypress Creek OFW by providing setbacks from the OFW that are a minimum of fifty (50) feet, except as may be required for the bridge crossing Cypress Creek. The bridge design shall include curbing and fencing to ensure that runoff is funneled into the storm water system and to limit the opportunity for trash and debris to enter Cypress Creek.

(10) The historic average volume discharged from the project should not be decreased post-development. The developers shall, in cooperation with Tampa Bay Water (TBW) and to the extent the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment-volume requirements).

d. Wetlands

(1) Wetlands protection shall be in accordance with all applicable County, State, and Federal laws, permits, rules, and regulations.

(2) Development plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with the SWFWMD and other regulatory agencies as may be applicable.

(3) Prior to preliminary plan approval for any parcel, the Applicant/Developer shall submit an On-Site Wetland Protection Plan to the Florida Fish and Wildlife Conservation Commission (FFWCC), FDEP, SWFWMD and TBRPC for review and to Pasco County for approval. The plan shall address, but not be limited to, control of exotic species, mitigation of impacted wetlands, restoration of previously-impacted wetlands, control of on-site water quality, and restoration of natural hydroperiods in on-site wetlands.

(4) Existing annual hydroperiods, normal pool elevation, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post-development wetland areas shall comply with Pasco County policies at the time of this DO approval or the SWFWMD regulations at the time permits are obtained, whichever is more restrictive, to provide an upland transition into the wetland areas and to protect the natural system from development impacts. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency.

e. Mitigation Standards

(1) By adopting this DO, Pasco County has recognized that the location of the project makes those uses which are approved herein reasonable. The Applicant/Developer shall submit a detailed Ecosystem Improvement Plan (Ecosystem Plan) prior to the approval of the first preliminary site plan. The Ecosystem Plan shall emphasize a watershed approach to mitigation and shall be developed in accordance with:

(a) The "net ecosystem benefit" concept embodied in Section 403.0752, F.S.

(i) Section 3.2.1.2 of the SWFWMD's basis of review.

(ii) The Army Corps of Engineers' (ACOE) Regulatory Guidance Letter No. 02-2 (Guidance on Compensatory Mitigation Projects under the ACOE Regulatory Program pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899).

(b) The Ecosystem Plan must be designed, at a minimum, to meet the following criteria:

(i) Demonstrate a net ecosystem benefit of natural resources within the affected drainage basin.

(ii) Provides for greater, long-term, regional, ecological value than would be provided by on-site mitigation.

(iii) Include one (1) or a combination of preservation, enhancement, restoration, and/or recreation of wetland and upland resource.

(iv) The amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on-site) and gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD.

(v) The mitigation for wetland impacts proposed as part of the Ecosystem Plan shall identify proposed mitigation in a maximum of two (2) (one [1] south of S.R. 56 and one [1] north of S.R. 56) master permit applications.

(vi) The Future of the Region Strategic Policy Plan, Regional Goal 4.5, and related policies.

(vii) References to the Hillsborough River Drainage Basin shall mean the basin shown on Appendix 6 of the SWFWMD's basis of review.

(c) Wetland encroachments included in the Ecosystem Plan must be permitted by appropriate regulatory agencies, including the FDEP, the SWFWMD, and the ACOE. The Ecosystem Plan shall be approved by Pasco County prior to any wetland impacts. A change in the Ecosystem

Plan as provided herein resulting from requirements imposed by the FDEP, the SWFWMD, or by any appropriate Federal regulatory agency shall be submitted to Pasco County. The change shall be presumed not to create a substantial deviation subject to further DRI review. Mitigation is expected to include fee simple purchase and/or purchased conservation easements of land for one or some combination of the following:

(i) Protection/preservation of lands identified as falling within, extending, or expanding one (1) of the habitat corridors identified by Pasco County. The exact acreage will vary depending on how conservation rights are acquired, activities that may be allowed upon lands not acquired by fee simple purchase, available mix of uplands and wetlands, quality of uplands and wetlands, and relative quantities of uplands and wetlands.

(ii) Restoration of degraded wetlands within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iii) Wetland creation within the Hillsborough River Drainage Basin (as defined by the SWFWMD).

(iv) Wetland enhancement and/or creation on-site.

(d) The Ecosystem Plan shall be approved prior to issuance of the first construction permit associated with Cypress Creek Town Center development.

(e) All wetland mitigation activities shall be completed, in accordance with the approved Ecosystem Improvement Plan, prior to issuance of Certificate(s) of Occupancy beyond 500,000 sq. ft. of development within Cypress Creek Town Center. The mitigation activities shall be determined successful, using SWFWMD criteria, prior to any Phase 2 approval.

f. Water Supply Protection

(1) Planning and development of the Cypress Creek Town Center shall conform to the SWFWMD-adopted rules for the Northern Tampa Bay Water Use Caution Area.

(2) Pasco County, along with nine (9) other counties within the SWFWMD, is located in a region where water demand is expected to exceed the ability of traditional groundwater sources to provide necessary supplies over the next twenty (20) years. New development represents additional water demand in an area where water resources are already stressed in providing for current, reasonable, and beneficial uses. The development must, therefore, implement to the maximum extent possible, all options for developing alternative supplies (reclaimed water, stormwater, water conservation, etc.) to meet their needs.

(3) Prior to construction, the Applicant/Developer shall determine the opportunities to use nonpotable water for irrigation and other purposes within the development. Nonpotable sources may include, but are not limited to, reclaimed wastewater, stormwater, and water pumped from shallow wells. The determination shall include, at a minimum, the proximity of the nonpotable source to the

proposed development, the long-term availability of that source, the appropriateness of the source for the intended use.

(4) Installation of high-efficiency (low-volume) plumbing fixtures, appliances, and other water-conserving devices is required. Efficient plumbing fixtures are required by the Florida Building Code.

(5) Other water-conservation measures shall be included, such as landscaping, buffering, rain and soil moisture sensors and shut-offs, low-volume fixtures, mulching, preservation of natural areas and individual meters on multifamily units.

g. Floodplain/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

(2) No fill shall be added within the 100-year floodplain without approval by the appropriate permitting agencies.

h. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the FFWCC and implement the recommended measures for species protection in accordance with the requirements of Section 68A-27, FAC.

(2) The entirety of Cypress Creek OFW lands (as shown on Exhibit I) located on the site shall be preserved. The proposed roadway crossing over Cypress Creek shall be designed to minimize impacts to the environmentally sensitive areas. The proposed southern access roadway crossing Cypress Creek will feature a bridge structure which includes a minimum of twenty-five (25) feet of uplands at both banks to facilitate wildlife movement along this riverine corridor and provide continuity to the riverine corridor and previously constructed wildlife crossings. The bridge shall have a span adequate to accommodate wildlife (e.g. Deer) in accordance with Pasco County standards.

(3) The applicant shall complete mitigation and permitting for any species of special concern, threatened, endangered floral, or faunal species encountered on the property through the FFWCC and U.S. Fish and Wildlife, in compliance with the Pasco County Comprehensive Land Use Plan. The applicant shall also continue to monitor for the presence of all protected species through the period up to, and including, various construction phases and provide for the appropriate mitigation or permitting requirements.

The applicant shall submit all correspondence and proposed mitigation or take permits to the County for review and comment prior to commencement of these activities.

(4) The Applicant/Developer shall make every reasonable effort to relocate all gopher tortoises within the project site. In the event that on-site relocation is not reasonably possible, all gopher tortoises shall be relocated to an appropriate off-site location. In no event shall the Applicant/Developer seek to kill or wound any gopher tortoise without first receiving specific approval of the BOCC.

i. Wellfield Protection

(1) The Applicant/Developer shall comply with the current Wellhead Protection Ordinance (Section 612 of the Pasco County Land Development Code as amended).

(2) Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify Pasco County, TBW, and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by Pasco County and the SWFWMD:

(a) If the slumping or sinkhole formation becomes evident before or during construction activities, stop all work (except for mitigation activities) in the affected area and remain stopped until Pasco County and the SWFWMD approve resuming construction activities.

(b) Take immediate measures to ensure no surface water drains into the affected areas.

(c) Visually inspect the affected area.

(d) Excavate and backfill as required to fill the affected area and prevent further subsidence.

(e) Use geotextile materials in the backfilling operation, when appropriate.

(f) If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of five (5) feet from the bottom of the retention pond to the surface of the limerock clay or karst connection.

(g) If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, relocate the retention area.

(3) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer is prohibited.

j. Historical and Archaeological Sites

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical

Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

k. Land

- (1) BMP to reduce soil erosion and fugitive dust shall be implemented.
- (2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four-(24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

i. Utilities

- (1) Water Supply and Wastewater Treatment
 - (a) Pasco County has indicated that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.
 - (b) Development of the project shall not result in levels of service for water and wastewater services below the acceptable levels of service established in the Comprehensive Plan.
 - (c) The Applicant/Developer agrees to use the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water and groundwater. Potable water (i.e., water that is treated and provided through a public-distribution system) shall not be used for the irrigation of common areas if lower quality water becomes reasonably available.
 - (d) Water-saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.), and xeriscape-type landscaping shall be encouraged within the project.
 - (e) High-efficiency, water-saving devices, irrigation systems, and low-volume, plumbing fixtures will be used throughout the project.
 - (f) Prior to construction, the Applicant/Developer shall provide the County with evidence that adequate water-supply capacity and wastewater capacity for that construction is available. The assurance shall include adequate water supply for firefighting purposes. Pasco County shall have the right to rely on assurances of adequate potable-water supply from TBW.

- approved by Pasco County.
- (g) Wastewater shall not be treated on-site or by a private utility, unless approved by Pasco County.
- (h) No permanent septic tanks shall be installed on the Cypress Creek Town Center site. "Interim" septic tanks shall be removed from the site following completion of construction.
- (2) Solid/Hazardous/Biohazardous Waste and Recycling
- (a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.
- (b) Development of the project shall not result in levels of service for solid-waste collection/disposal below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project shall be obtained from Pasco County or other appropriate entities.
- (c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.
- (d) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the Cypress Creek Town Center.
- m. Energy
- (1) The energy-conservation measures referenced in the Applicant's/ Developer's Commitments, attached hereto as Exhibit D, shall be implemented.
- (2) All Cypress Creek Town Center tenants, businesses, and residents in the project shall be encouraged to:
- (a) Use energy alternatives, such as solar energy, waste heat recovery, and cogeneration.
- (b) Use landscaping, building orientation, and building construction and design to reduce heat gain.
- (c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.
- (d) Institute recycling programs.
- (e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

n. Transportation

(1) Specific approval is hereby granted for Phase 1 of the CYPRESS CREEK TOWN CENTER DRI, as defined herein, subject to the conditions outlined herein. Specific approval of Phase 2 shall be contingent upon further Section 380.06, F.S. transportation analysis submitted through the Notice of Proposed Change process.

(2) Transportation Impact Fees and Credits: The Developer shall pay transportation impact fees and is eligible to receive transportation impact fee credits in accordance with Pasco County Transportation Impact Fee Ordinance No. 94-03, as amended, and the Development Agreement.

(3) Access Management: The Developer shall be responsible for construction of the access improvements to S.R. 56, S.R. 54 and C.R. 54 for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements, as determined by the County and FDOT at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project. All access improvements, number of access points and spacing of access points shown on Map H shall be subject to compliance with the provisions of the Florida Department of Transportation (FDOT) and Pasco County's access management regulations. The Development Agreement described in subsection n.(5) below, and Exhibit H to the Development Agreement, set forth: (a) the scope of the required and optional access improvements for the project, (b) which intersection improvements are part of the Pipeline Projects, (c) which access improvements are site-related improvements, and (d) which intersection improvements are eligible for impact fee credits.

(4) Mitigation: The Developer agrees to construct Pipeline Improvements as mitigation for the Cypress Creek Town Center DRI Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the Developer's proportionate share contribution for those improvement projects listed in Exhibit G (Required Phase 1 Improvements) attached hereto, is Twenty-Two Million, Nine Hundred and Ninety-Two Thousand and Ninety-Four and 00/100 Dollars (\$22,992,094) (the "Proportionate Share") in 2004 dollars. The Developer has elected to design, permit, construct, and acquire right-of-way (where necessary) for two pipeline projects to fully mitigate the transportation impacts of Phase 1 of the project. The first Pipeline Project is the design, permitting, construction and right-of-way acquisition (where necessary) for a new extension of C.R. 54 from the intersection of S.R. 56 and S.R. 54 south to County Line Road, including the construction of a 2-lane bridge over Cypress Creek and additional intersection improvements, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the C.R. 54 Extension Pipeline Project"). The C.R. 54 Extension Pipeline Project will serve as the last link of a County roadway connecting S.R. 52 to County Line Road through Old Pasco Road and C.R. 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit G), as well as improving the capacity of other north-south roadways near the project such as C.R. 581, Collier Parkway, Livingston Road

and Cypress Creek Road. The second Pipeline Project is the widening of S.R. 56 and S.R. 54 from a 4 lane divided arterial to a 6 lane divided arterial from the western I-75 ramps west to the existing 6 lane section approximately .6 miles east of U.S. 41, including intersection improvements at the S.R. 54/S.R. 56/C.R. 54 intersection and S.R. 54/Collier Parkway intersection, all as more fully described in the Development Agreement discussed in subsection n.(5) below (hereinafter "the S.R. 54/56 Pipeline Project"). The C.R. 54 Extension Pipeline Project and S.R. 54/56 Pipeline Project are collectively referred to herein as the "Pipeline Projects".

The estimated cost of the C.R. 54 Extension Pipeline Project is at least six million dollars (\$6,000,000.00) in 2004 dollars. The Developer shall (1) design, permit, construct, and acquire right-of-way (where necessary) for the C.R. 54 Extension Pipeline Project, regardless of cost, pursuant to the terms of the Development Agreement discussed in subsection n.(5) below, or (2) make a payment to the County in the amount of six million dollars (\$6,000,000.00), plus three percent (3%) interest compounded annually from the adoption date of this Development Order to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for the C.R. 54 Extension Pipeline Project. The timing for making such election, Developer credit against the cash payment option for County-approved design, permitting, construction and right-of-way acquisition expenses on the C.R. 54 Extension Pipeline Project, and County application of the cash payment, are set forth in the Development Agreement discussed in subsection n.(5) below.

The estimated cost of the S.R. 54/56 Pipeline Project is twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) in 2004 dollars. The Developer shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54/56 Pipeline Project, regardless of cost, pursuant to the terms of the Development Agreement discussed in subsection n. (5) below; however, the County agrees to reimburse the Developer for (1) all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project between twenty-one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty-eight and six tenths percent (48.6%) of all County-approved design, permitting, construction, and right-of-way acquisition expenses on the S.R. 54/56 Pipeline Project above twenty-three million five hundred sixty four thousand dollars (\$23,564,000.00). County reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact fee credits as set forth in the Development Agreement discussed in subsection n. (5) below.

(5) Development Agreement: The County and Developer, following review by the Florida Department of Transportation (FDOT), have entered into a Development Agreement

attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects. The Development Agreement also contains: (a) the final detailed scope of the Pipeline Projects, (b) phasing requirements for the C.R. 54 Extension Pipeline Project, (c) a schedule for design, permitting, right-of-way acquisition, and construction of the Pipeline Projects, and/or payment in lieu of such requirements, to ensure that the Pipeline Projects are expeditiously constructed, (d) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further building permits or development approvals shall be issued until the Pipeline Projects have been recommenced to the satisfaction of the County, (e) provisions for assistance from Pasco County in the acquisition of right-of-way, and Developer right-of-way dedication requirements, for the Pipeline Projects as needed, (f) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule, (g) provisions addressing the payment of transportation impact fees and transportation impact fee credits, (h) insurance and indemnification requirements, and (i) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in subsection n.(4) above or which remove any condition required by Rule 9J-2.045, F.A.C. shall be amended in the Development Order through the NOPC process pursuant to Chapter 380, F.S.. All other amendments to the Development Agreement shall not require a NOPC or Development Order amendment.

(6) Traffic Monitoring

Eighteen months following construction plan approval, for vertical construction, of fifty (50) percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval, for vertical construction, of sixty-five percent of the DRI entitlements for Phase 1 (including the already built portion) in terms of PM peak-hour trip generation, whichever date is earlier, the Developer shall institute an annual monitoring program and provide annual monitoring reports to Pasco County, the Tampa Bay Regional Planning Council, and FDOT to verify that the allowable trips are not exceeded. The total driveway trips of the development shall not be allowed to exceed 3043 inbound and 3381 outbound p.m. peak-hour trips, for a total of 6424 p.m. peak-hour trips. The total pass by trips the development shall not be allowed to exceed is 1,472 p.m. peak-hour trips (sum of both directions). The monitoring program shall be in accordance with the following:

(a) The monitoring program shall obtain traffic field counts at appropriate locations to accurately measure the total and directional gross external trips, net external trips, diverted trips, and passerby trips. The counts shall be collected in accordance with acceptable engineering standards as approved by Pasco County.

(b) The counts shall consist of weekday p.m. peak directional counts from 4:00 p.m. to 6:00 p.m., with subtotals at fifteen (15) minute increments at all project entrances.

The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minutes totals will be summed to determine the project's total p.m. peak-hour traffic volume.

(c) The total count shall include net external trips, diverted trips, and pass-by trips for this development.

(d) If the monitoring reports indicate that the allowable trips are exceeded by more than five (5) percent or if the annual reports are not submitted within thirty (30) days of its due date Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and amend the DO to change or require additional improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

(7) Transportation System Management (TSM) Program

In the first year following the issuance of a Certificate of Occupancy for the first office development in the project, the Developer or its successor shall initiate a TSM program to divert vehicle trips from the p.m. peak-hour. The TSM program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM program shall be included in each Biennial Report.

o. Air Quality

(1) BMP, as identified in the ADA, shall be employed during site preparation and construction to minimize air quality impacts.

(2) Prior to preliminary plan approval in Phase 2 of the project, the Applicant/Developer or its successor shall submit an air-quality analysis regarding applicable Phase 2 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

(3) In the event that the required transportation analysis identifies additional intersection improvements needed to accommodate the impacts of the Cypress Creek Town Center project, DRI-level analysis for potential air-quality impacts shall also be conducted and the results provided to the TRBPC, the FDEP, and Pasco County for review. Any improvements determined necessary to mitigate air quality impacts shall be required in a DO amendment.

p. Educational Facilities

The Applicant/Developer agrees to pay school impact fees as full mitigation for the impacts of the residential component of the Cypress Creek Town Center on the Pasco County school system in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

q. Recreation and Open Space

The Applicant/Developer shall comply with the Pasco County Neighborhood Parks Ordinance, No. 02-03, adopted January 29, 2002, as amended.

r. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services (EMS) service to the development. The Pasco County Sheriff's Office shall provide law enforcement services to the development. The Applicant/Developer shall be required to pay impact fees for all such services.

(2) The Applicant/Developer shall review the concepts of "fire safe communities" as provided by the Division of Forestry, FDACS, and implement all appropriate measures.

(3) The Applicant/Developer shall coordinate with the Pasco County Sheriff's Office prior to construction to incorporate reasonable security features throughout the project.

(4) The Applicant/Developer shall provide the Pasco County Sheriff's Office 600 square feet of finished shell space in the main regional retail complex for use as a Sheriff's Substation to facilitate law enforcement activities. Said space shall be accessible directly from the exterior of the building that said space will be located within. In addition, a tourist center may be an ancillary use within the Sheriff's substation. The space shall be provided at no cost to the Sheriff's Office.

(5) The Applicant/Developer shall make available for a period of five years from the effective date of this DO, a site, for a Pasco County Sheriff's Office district facility. The said site and availability shall meet the following requirements:

- a. Be a minimum of 3,000 square feet in size.
- b. Be in configuration and location mutually acceptable by the Applicant/Developers and the Pasco County Sheriff's Office and visible to traveling public.
- c. Be provided as a price equal to the price per acre, adjusted pursuant to the minimum site size listed above, and used to establish the Pasco County Law Enforcement Impact Fee.

d. Parking spaces pursuant to the County's Land Development Code shall be provided for the Sheriff's facility by the applicants/developers adjacent to the site at no cost to the County or Sheriff's Office.

e. Drainage from the site and adjacent parking spaces shall be incorporated into the applicant's/developer's stormwater management plan at no cost to the County or Sheriff's Office.

If the County has adopted a Law Enforcement Impact Fee at the time the site is conveyed, the County may, at the County's option and in lieu of a cash payment, provide credit against the land portion of the Law Enforcement Impact Fee in an amount not to exceed the price stated above. The County or Sheriff's Office shall have one year from the effective date of the Cypress Creek Town Center DO to select a site. If the Applicants/Developers do not agree with the site selected by the County, no additional site plans shall be approved by the County until the County and applicants/developers have agreed upon a mutually acceptable site.

Conveyance of the site to the County shall occur within 90 days of the County's

request, shall be in a form acceptable to the County, and shall be free and clear of all liens.

s. Housing

The Applicant/Developer has completed an Affordable Housing Assessment for the nonresidential component of the Cypress Creek Town Center in accordance with the agreements reached at the DRI Preapplication Conference for the development conducted on January 28, 2002, and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units for development of all planned retail commercial, hotel, and office uses.

t. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

u. General Conditions

(1) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the Biennial Report.

(2) In the event ordinances or resolutions are adopted by the Board of County Commissioners establishing County impact fees for the purpose of funding solid waste, public safety, and/or wildlife mitigation, the Applicant/Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(3) Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Applicant/Developer in accordance with Rule 9J-2.0252, FAC.

(4) The DO for the project shall be adopted concurrently with the Comprehensive Plan Amendment necessary for the project.

(5) Approval of the Cypress Creek Town Center shall be contingent upon the project's consistency with the Pasco County Comprehensive Plan adopted pursuant to the Local Government Comprehensive Planning Act, Section 163, F.S., and the State and regional plans.

6. Procedures

a. Biennial Reports

(1) Monitoring of the Cypress Creek Town Center DRI by Pasco County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a Biennial Report on the required form to the Pasco County Growth Management Department, the TBRPC, and the FDCA on the two (2) year anniversary date of final adoption of this DO and every two (2) years during the term of this DO. The contents

of the Biennial Report shall meet the requirements of Section 380.06(18), F.S., and shall include all additional data and information as required in this DO.

(3) If the Biennial Report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all ongoing development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately pursuant to Section 380.06(17), F.S., as amended, until a public hearing has been held, pursuant to Section 380.06(19), F.S., as amended, to determine if a substantial deviation has occurred.

(4) In addition to the required elements of the Biennial Report, the Applicant/

Developer shall include:

(a) The cumulative number of units developed through the land use tradeoff mechanism.

(b) The cumulative number of units (by type and square feet of retail and office/by number of rooms for hotels) with site plan approval (preliminary plan/construction plan/site plan), final plat approval, and Certificates of Occupancy.

(c) A synopsis of all DRI and zoning amendments.

(d) A synopsis of ownership (major parcels).

(e) A list of DRI/DO conditions of approval and whether the Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

Proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), F.S., as amended, prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, the FDCA, and Pasco County.

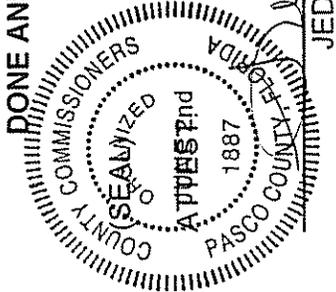
c. Notice of Adoption

(1) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), F.S., as amended.

(2) The Clerk of the Circuit Court, Secretarial Services, for the Board of County Commissioners shall return six (6) signed and certified copies of this DO and Notice of Adoption to the Pasco County Growth Management Department. The Development Services Branch shall then send copies of each document to the FDCA, the TBRPC, and to the attorneys-of-record of these proceedings.

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

DONE AND RESOLVED this 3rd day of November, 2004.



BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA **APPROVED**

[Signature]
CHAIRMAN

[Signature]
JED PITTMAN, CLERK

NOV 23 2004

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

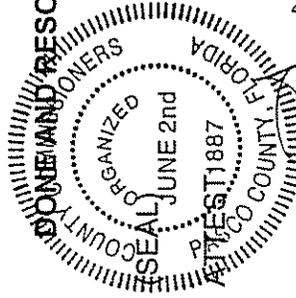
[Signature]
ATTORNEY

NOTICE OF ADOPTION OF THE DEVELOPMENT
ORDER FOR THE CYPRESS CREEK TOWN CENTER
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 05-40, dated November 23 2004, has adopted the development order (DO) for a Development of Regional Impact known as Cypress Creek Town Center. The above-reverenced DO constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO.

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

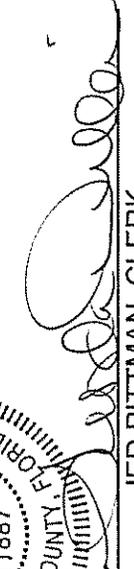
The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit "C" nor actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.



ADOPTED AND RESOLVED this 23rd day of November, 2004.

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

NOV 23 2004



JED PITTMAN, CLERK



CHAIRMAN

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



ATTORNEY

EXHIBITS

- A ADA*; Sufficiency Responses*
- B TBRPC DRI Final Report*
- C Legal Description
- D Developer's Commitments
- E Land Use Equivalency Matrix
- F Map H - Master Plan
- G Transportation Impact Summary & Proportionate Share Calculation
- H Development Agreement
- I Cypress Creek Outstanding Florida Waters Boundary Map

* Incorporated by reference only

EXHIBIT C

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County,

Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-0012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-0014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-0013; 34-26-19-0000-00100-0040; and 34-26-19-0000-00700-0000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in

Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4 of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT D

DEVELOPER'S COMMITMENTS DRI NO. 252 - CYPRESS CREEK TOWN CENTER PASCO COUNTY

The following commitments have been made by, or on behalf of, the Applicant/Developer in the ADA, the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

General

1. A new roadway through the south parcel may be created as an extension of C.R. 54 south from its intersection with S.R. 56 (ADA/Page 10.4).
2. The office uses located on the north side of S.R. 56 will be designed in a campus setting nestled between two (2) large wetland areas and accessed via the internal roadway loop (ADA/Page 10.4).
3. Wetlands bordering Cypress Creek on the south of the project will remain largely in their natural state, providing for natural site drainage and overall project aesthetics (ADA/Page 10.11).
4. The multifamily residential land uses within Cypress Creek Town Center will contain both active and passive, private, recreation facilities for use by their residents. It could be expected that swimming, tennis, hiking/nature trails, and similar facilities would be provided (ADA/Page 10.11).
5. Much of the on-site wetland system associated with Cypress Creek, including mixed wetland forest, cypress strands, swamps, and marshes of the Cypress Creek Town Center, will be protected and maintained, thus preserving the functioning of these natural systems (ADA/Page 10.13).
6. The project's stormwater management system will be integrated into the natural wetlands ensuring that surface and groundwater quality during and after development will meet or exceed all State and local water-quality standards (ADA/Page 10.14).
7. The project will utilize approved methodologies for prevention of fugitive dust particles during construction (ADA/Page 10.14).
8. Cypress Creek Town Center will provide access for its residents through the creation of recreational easements developed in conjunction with on-site ponds and wetland areas to maintain accessibility to natural resources (ADA/Page 10.14).
9. Cypress Creek Town Center will comply with their requirements for installation of water-saving fixtures and adherence to water-conserving maintenance practices (ADA/Page 10.14).
10. Access to natural systems on site will be provided for residents of the project through methods, such as boardwalks and/or nature trails (ADA/Page 10.15).
11. Preserved on-site wetlands will be retained in their natural state or enhanced in an effort to address impacts related to prior access and poor quality attributable to recent agricultural and silviculture operations (ADA/Page 10.15).
12. Where impacts are anticipated, permitting and mitigation standards will ensure that postdevelopment, natural and recreated resources are at least equal to and most likely higher quality and of a greater quantity than those existing in predevelopment condition (ADA/Page 10.17).
13. The project will utilize public wastewater collection and treatment services as well as reuse water supply, if available (SR1/Page 10.4).
14. Wetland mitigation is proposed to occur within the Hillsborough River Basin containing the proposed project (SR1/Page 10.6).

Vegetation and Wildlife

15. In the case of gopher tortoises, the Applicant/Developer intends to provide mitigation for take of tortoises through donation to the FFWCC mitigation bank (ADA/Page 12.13).

16. Loss of existing on-site wetland habitat will be mitigated through enhancement, restoration, and creation of wetlands in the Hillsborough River Basin. Regionally, no loss of breeding or foraging habitat for cranes is anticipated (ADA/Page 12.13).
17. The mitigation program will replace wetland functions lost on site with a greater quality and function of restored wetlands on and off site (SR1/Page 12.4).
18. The Applicant/Developer is preserving the entirety of Cypress Creek OFW lands located on the site. The proposed roadway crossing over Cypress Creek will be designed to minimize impacts to the environmentally sensitive areas (SR1/Pages 10.10 and 12.5).
19. The Applicant/Developer will commit to the roadway crossing having an adequate underpass to accommodate wildlife and that the remainder of the Cypress Creek OFW be set aside as preservation area (SR1/Pages 10.11 and 12.6).
20. Prior to development, appropriate permits will be obtained from the FFWCC to handle incidental "take" of listed species, including the gopher tortoise and its commensals (SR1/Page 12.6).
21. If cranes are nesting in a wetland, construction in or adjacent to that wetland will be avoided until the cranes have completed nesting (SR1/Page 12.7).
22. Any roadway crossing over Cypress Creek will allow wildlife movement under the roadway (SR1/Page 12.8).
23. Wetland impacts due to surface-water management will be mitigated within the overall off-site mitigation solution being developed (SR2/Page 12.3).
24. Oversized littoral zones will be constructed at the outfalls of each [pond] system (SR3/Page 12.1).
25. The bottom of wet pond, littoral zones will be covered with partially degraded, vegetative matter and peaty materials that possess natural ion-exchange abilities (SR2/Page 12.2).
26. It is anticipated that the surface-water monitoring plan will require sampling during and following construction to ensure that water quality on and exiting the site remains the same or is improved by the proposed surface-water management system (SR2/Page 12.3).
27. Through an approved wetland mitigation plan, the Applicant/Developer will provide at least as much foraging habitat, through an as yet undetermined combination of wetland enhancement, restoration, and creation as is lost onsite. (SR2/Page 12.5)
28. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).

Wetlands

29. The Applicant/Developer will use BMP, such as silt fencing and hay bales to protect wetlands during construction (ADA/Page 13.3).
30. Several techniques will be used to maintain/restore the preserved wetlands in a natural state (SR1/Pages 13.2 and 13.3):
 - a. During construction, wetlands will be protected from erosion and siltation by placement of silt fences, hay bales, or other appropriate measures.
 - b. An average twenty-five (25) foot buffer will be maintained between wetlands and developed areas.
 - c. Pretreatment areas such, as grease baffles, swales, or other measures to reduce entry of oils, trash, etc., into the wetlands will protect wetlands incorporated into the surface-water management system.
 - d. Key elevations (seasonal-high water and normal pool) will be established for any wetland to be incorporated into the surface-water management system.
31. All water-control structures will be designed to maintain natural hydroperiods and water levels in the natural wetlands. During the engineering design phases of the project, appropriate analyses will be conducted to establish appropriate depths for the floodplain-compensation areas and to provide either

- adequate distance or engineering solutions that will prevent the dewatering of wetlands (SR1/Page 13.2).
32. There will be no stormwater discharges directly into any area mapped as part of the Outstanding Florida Water (SR1/Page 13.7).
33. The Applicant/Developer will place stipulations in any sales or lease agreements that prohibit discharges to groundwater (SR1/Page 13.7).
34. The Applicant/Developer will place stipulations in the sales or lease agreements that developers of individual parcels must comply with xeriscape principles and principles of the Florida Yards and Neighborhoods (FY&N) Program to the extent the latter apply to retail and office settings (SR1/Page 13.8).
35. The Applicant/Developer will conduct such testing (geotechnical investigation) as is appropriate to support the surface water management system design and construction engineering processes. (SR1/Page 13.9).
36. Although wetlands are proposed to be removed from the project site, substantial mitigation for those impacts will be provided that will result in an increased in total quantity of wetlands within the Hillsborough River Basin and/or enhancement/improved quality of other wetlands within the watershed (SR2/Page 10.2).
37. The overall mitigation package to be provided will provide more than 1:1 replacement of wetland losses and will provide protection and potential restoration of additional wetland and upland acreage in the basin (SR3/Page 12.5).
38. Mitigation will occur within the Hillsborough River Basin (SR3/Page 13.5).
39. Conservation easement(s) will be provided for mitigation areas (SR3/Page 13.5).
40. The developer shall submit a detailed Ecosystem Improvement Plan ("Ecosystem Plan") prior to approval of any preliminary site plan or preliminary plan that would impact any on-site wetlands. The Ecosystem Plan shall include a "net ecosystem benefit," as defined in Section 403.0752, F.S. (SR4/Page 13.2).
41. The Ecosystem Plan shall be designed to meet the Future of the Region Strategic Regional Policy Plan, Regional Goal 4.5 and related policies (SR4/Page 13.3).
42. Within proposed DO conditions, the amount of mitigation will exceed the amount that would be required for mitigation when the wetland losses (on site) and the gains are assessed using the Florida Unified Wetland Assessment Methodology or other methodology as agreed to by the SWFWMD (SR4/Page 13.3).
43. The proposed mitigation will be in some combination of wetland creation, enhancement, and preservation that will provide greater relative values of function than the areas to be affected. The mitigation is proposed to enhance regional, wetland functions in a manner that will be permanent (SR4/Page 13.8).
44. More detailed, in-depth analysis (of stormwater treatment) will be conducted when the mall layout has been determined. No treatment ponds will outfall into the OFW, so further wetland treatment will occur before water reaches the OFW (SR4/Page 13.9).
45. The Applicant/Developer is willing to encumber the remaining wetlands (postdevelopment) with a conservation easement (SR4/Page 13.10).

Water Quality

46. The wetlands that will be retained after the proposed development will be buffered by swales and stormwater ponds that are created for stormwater attenuation and treatment for the project (ADA/Page 14.3).
47. The surface-water management system proposed for the site will be designed to protect surface-water quality through the use of grass-swale systems, surface-water detention ponds, and stormwater-attenuation ponds. The design will incorporate on-site detention of the first one (1) inch of runoff (ADA/Page 14.4).
48. Construction BMPs will be used to prevent construction-related, turbidity and erosion problems (ADA/Page 14.5).

49. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
50. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade, then seeded or sodded as required (ADA/Page 19.5).
51. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
52. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
53. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
54. Before disturbance occurs in any area of construction, perimeter controls, sediment traps, basins, and diversions will be in place to control runoff and capture sediments. Areas in the vicinity of water bodies, wetlands, slopes, etc., will be prioritized to receive effective stabilization as quickly as possible, preferably prior to the next anticipated precipitation event and always within seven (7) days of disturbance. Graded areas that will not be the focus of ongoing construction will be mulched immediately rather than waiting until all project grading is done. Any construction roads will be stabilized to prevent off-site sedimentation and to keep sediments off of public roads and completed project roads (SR2/Pages 14.2-14.3).

Soils

55. Spoil derived from soils unsuited for construction will be used to the extent feasible in landscape berms and similar areas (ADA/Page 15.5).
56. Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify the County and the SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by the County and the SWFWMD (SR3/Page 15.1).

Floodplains

57. In the postdevelopment situation, the floodplain limits will be contained within the stormwater management system. No proposed development will lie within the revised floodplain (SR2/Page 16.1).
58. The pond south of the development adjacent to Cypress Creek will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).

Water Supply

59. The development will commit to encourage the use of water-conserving, landscape materials and the responsible use of water, pesticides, and fertilizers by the occupants (ADA/Page 17.3).
60. The Applicant/Developer will use the lowest quality of water available for irrigation purposes. Those sources will include nonpotable quality groundwater, stormwater, and/or reclaimed water (when available). Irrigation systems shall be designed, installed, and operated for water-use efficiency (ADA/Page 17.3).
61. For the purpose of potable-water conservation, installation of high-efficiency (low volume), plumbing fixtures, appliances, and other water-conservation devices shall be used (ADA/Page 17.3).
62. The above-referenced water-saving measures will be enforced through such devices as deed restrictions, property owners' associations' rules and regulations and/or building design standards (ADA/Page 17.3).

63. The developer has no objections to a requirement that excavations for retention/detention facilities will not remove any of the confining clay unit and in no event will contact the limestone aquifer (SR1/Page 17.2).
64. The Applicant/Developer will request a commitment for service from the public reuse system (since it has been installed adjacent to the subject property) (SR3/Page 17.1).

Wastewater Management

65. Interim use of septic tanks may be requested although it is not expected that septic tanks will be used on site (ADA/Page 18.2).
66. At such time as those uses (for sales offices, construction trailers and the like) are no longer needed, the "interim" septic tanks would be removed (SR1/Page 18.1).
67. The Cypress Creek Town Center DRI project will utilize reuse water if sufficient quantities are available from Pasco County to meet the project's demands and if the water quality provided is such that it does not degrade groundwater quality (SR1/Page 18.2).

Stormwater Management

68. There will be a floodplain mitigation pond south of the development adjacent to Cypress Creek. That pond will provide only floodplain mitigation and will not receive direct runoff from the development (ADA/Page 19.3).
69. The detention ponds, inflow and outflow structures will be owned and maintained by the Applicant/Developer or assignee. A regular maintenance program will be developed for the site in a form similar to the "Operating and Maintenance Instructions" (ADA/Page 19.5).
70. All ditches and swales shall be periodically mowed and cleaned. During the mowing operation, ditches and swales shall be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade then seeded or sodded as required (ADA/Page 19.5).
71. Inlet grates will be checked monthly for damage or blockage. Any damaged grates will be replaced or repaired. Any debris blocking full flow through the grate will be removed (ADA/Page 19.6).
72. Pipes and inlets will be checked yearly for damage or blockage. Any damaged pipes or inlets will be replaced or repaired. Any trash, debris, or sand deposits will be removed (ADA/Page 19.6).
73. All side slopes and maintenance berms (of detention ponds) will be periodically mowed and cleaned. During the mowing operation, the ponds will be inspected for bare spots, damage, and erosion. Any bare spots greater than one (1) square foot in area shall be seeded or sodded to replace the grass cover. In case of erosion or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade with seeding or sodding as required. All vegetation that becomes established in the littoral zone will be maintained. Dredging of the littoral zone, application of herbicides, and the introduction of grass carp will be prohibited. In addition, cattails, bulrushes, and other nuisance vegetation will be cut back from inlet or outfall structures to the minimum extent needed to maintain design discharges. All inflow and outflow structures will be maintained by the procedures outlined for pipes, inlets, and grates (ADA/Page 19.6).
74. Each detention pond will be provided with a littoral zone. Natural vegetation that becomes established will be maintained and encouraged (SR1/Page 19.2).
75. The development will be designed with the most efficient method for stormwater treatment, which is the construction of wet detention/bioretenion systems (SR4/Page 19.1).

Solid Waste/Hazardous Waste/Medical Waste

76. No hazardous wastes are anticipated for this project; however, commercial and/or office tenants will be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the disposal of such materials (ADA/Page 20.2).

Transportation

77. Cypress Creek Town Center supports transit use and will work with Pasco County or other appropriate entities to make transit service available to the site at such time as service becomes available. All

primary access points and major internal-circulation roadways will be designed and constructed to provide sufficient geometry to accommodate transit vehicles (ADA/Page 21.8).

Air Quality

78. To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust (ADA/Page 22.1).

Hurricane Preparedness

79. The Applicant/Developer will coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane- and wind-resistant technology into the design criteria of all commercial, office and hotel facilities (ADA/Pages 23.1 and 23.2).

Recreation and Open Space

80. Approximately 82.2± acres, or more than 16 percent of the site, will be available in the form of open space and wetlands (ADA/Page 26.1).

Health Care

81. At the present time, it is anticipated that the office use will not contain medical offices (SR1/Page 28.1).

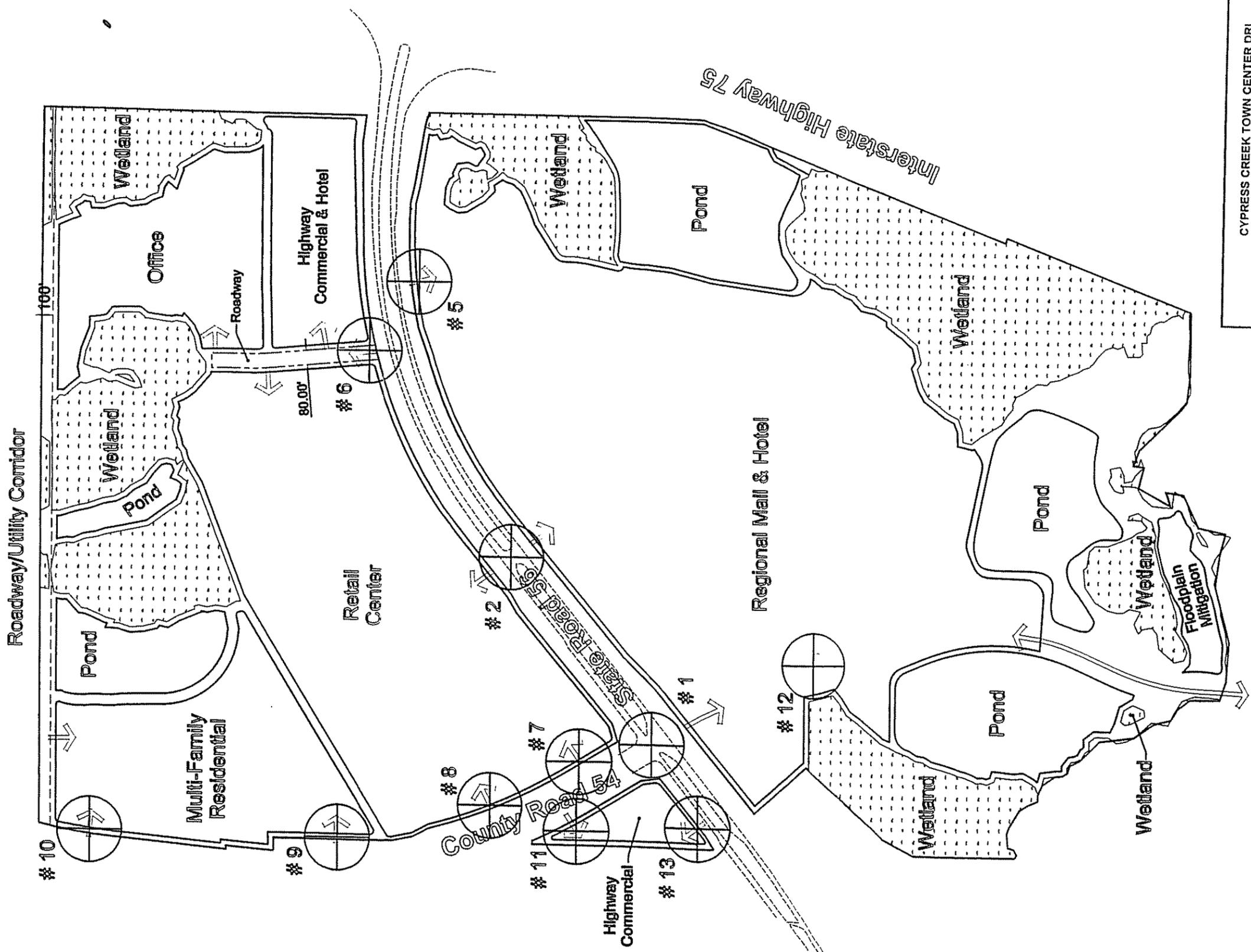
Energy

82. Xeriscape landscaping methods will be recommended wherever possible to reduce irrigation and energy needs by selecting and grouping plants with similar water needs that are most suitable to the climate and conditions of the area (ADA/Page 29.3).

EXHIBIT F

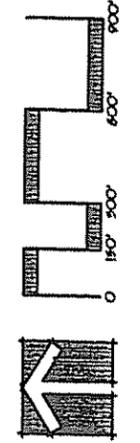
MAP H - MASTER PLAN

2526



Legend

- Wetlands
- Intersection



SOURCE: WILSONMILLER

CYPRESS CREEK TOWN CENTER DRI DEVELOPMENT INFORMATION

DEVELOPMENT CATEGORY*	PHASE 1	PHASE 2	TOTAL
	2008	2011	
NORTH PARCEL			
RETAIL CENTER	600,000 S.F.	0 S.F.	600,000 S.F.
HIGHWAY COMMERCIAL	56,000 S.F.	0 S.F.	56,000 S.F.
OFFICE	120,000 S.F.	300,000 S.F.	420,000 S.F.
HOTEL	150 ROOMS	150 ROOMS	300 ROOMS
MULTI-FAMILY RESIDENTIAL	230 UNITS	400 UNITS	630 UNITS
SOUTH PARCEL			
REGIONAL MALL	1,300,000 S.F.	215,000 S.F.	1,515,000 S.F.
HOTEL	200 ROOMS	200 ROOMS	400 ROOMS
WEST PARCEL			
HIGHWAY COMMERCIAL	40,000 S.F.	0 S.F.	40,000 S.F.

* Land uses may be modified in accordance with the proposed Equivalency Matrix.
Prepared By: WilsonMiller, Inc., June 2003.

CYPRESS CREEK TOWN CENTER
Pasco County, Florida

MAP H
MASTER DEVELOPMENT PLAN

MAY 2002
(Revised
October 2004)

- WilsonMiller, Inc.**
Project Coordination, Planning and Transportation
- Biological Research Associates, Ltd.**
Environmental
- Bureau & Associates, Inc.**
Stormwater
- Brickmeyer, Smolker & Bolves, P.A.**
Legal Counsel

EXHIBIT G

TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE				
Cypress Creek Town Center DRI				
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share
Phase 1 (2008)				
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996
S.R. 54/C.R. 577		n/a	19.2	n/a
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a
S.R. 56/I-75	EB Left	\$691,200	100.0	\$691,200
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4	\$6,400
<i>Freeway Ramps</i>				
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200
I-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
PHASE 1 TOTAL		\$4,322,200		\$2,408,668
Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road				

ROADWAY IMPROVEMENT PROPORTIONATE SHARE
Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
S.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	803,603
S.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	3,382,166	919,949
S.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	601,335
S.R. 54	Collier Parkway to Livingston -WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	1,360,793	687,745
S.R. 54	Livingston to Cypress Creek Run -EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,617,416
S.R. 54	Livingston to Cypress Creek Run -WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	2,690,760	1,411,842
S.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	641,937
S.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	1,067,937	822,204
C.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	219,931
C.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413
C.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,559,868
C.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224
C.R. 54	I-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374
C.R. 54	I-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010
S.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283
S.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634
S.R. 56	Site to I-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309
S.R. 56	Site to I-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁵	186	870	0.2138	3,547,704	758,499
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁵	213	870	0.2448	3,547,704	868,478
I-75	City Limits to I-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759
I-75	City Limits to I-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637
I-75	I-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	960,604
I-75	I-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,681
I-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1682	4,933,250	829,773
I-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721
TOTAL PHASE 1									68,181,169	20,583,426

² See Per Mile Roadway Improvement Costs Worksheet Appended

⁴ Project Traffic Divided By Service Volume Increase

³ Future Service Volume Less Existing Service Volume

⁵ No Right-of-Way Required

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
PASCO 54 LTD., PASCO RANCH, INC. AND
PASCO PROPERTIES OF TAMPA BAY, INC.
FOR DEVELOPMENT OF REGIONAL IMPACT NO. 252

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc., collectively hereinafter called the "DEVELOPER."

W I N E S S E I H:

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

WHEREAS, on _____, Pasco COUNTY-approved a Development Order with conditions for the Development of Regional Impact No. 252 (hereinafter "DO") in response to an Application for Development Approval ("ADA") for DRI No. 252 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and

WHEREAS, Exhibit G attached to the D.O., and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Exhibit G, and attached hereto as Exhibit B; and

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

WHEREAS, the DO establishes the amount of Twenty-two Million Nine Hundred and Ninety Two Thousand and Ninety Four Dollars (\$22,992,094) as the DEVELOPER's proportionate share contribution for the transportation impacts of the build-out of Phase I of the Project and requires the DEVELOPER to construct improvements to S.R. 56, S.R. 54, and C.R. 54 Extension as described in this Agreement (the "Pipeline Projects"); and

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to accept the application of the DEVELOPER's proportionate share contribution toward the construction of the Pipeline Projects as adequately mitigating the extra-jurisdictional impacts of the Project on the significantly impacted state and regional roadways; and

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Projects, and to insure consistency between the DO and this Development Agreement.

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

1. WHEREAS CLAUSES

EXHIBIT H
DEVELOPMENT AGREEMENT

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

2. PURPOSE

It is the purpose and intent of this Agreement to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, right-of-way acquisition, permitting, and construction of the Pipeline Projects. This Agreement is intended to define the terms and conditions of the COUNTY's and the DEVELOPER's participation in the Pipeline Projects, as further defined herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this Agreement is identified on Exhibit A. The holder of legal title is Pasco 54, Ltd., Pasco Ranch, Inc., and Pasco Properties of Tampa Bay, Inc. Two pond sites, legally described on Exhibit "C" to this Agreement, are owned by the FDOT (the "FDOT Ponds"). The western most of the FDOT Ponds is used for floodplain mitigation (the "Floodplain Mitigation Pond"); the eastern most of the FDOT Ponds is used as a stormwater facility serving SR 56 ("Pond 30"). The Floodplain Mitigation Pond is in the right-of-way corridor for CR 54 Extension and will be conveyed by FDOT prior to construction plan approval for CR 54 Extension. Pond 30 may be moved to another area on the Project, subject to FDOT approval and appropriate required permitting. If FDOT fails to convey the FDOT Ponds to the DEVELOPER prior to preliminary plan approval of any portion of the Project that includes the FDOT Ponds, or fails to agree to the use of the FDOT Ponds for the Project and Pipeline Projects by such deadline, the COUNTY and DEVELOPER may be required to renegotiate the required transportation mitigation for the Project, which may require an amendment of this Development Agreement.

b. Duration and Effective Date: This Agreement shall be for a duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this Development Agreement. The effective date of this Development Agreement shall be the same as the effective date of the Development Order.

c. Development Uses of Land: On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 6288 to rezone the Project from A-C to MPUD. Rezoning Petition No. 6288 and the Development Order will set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through improvements to S.R. 54, S.R. 56 and the C.R. 54 Extension (the "Pipeline Projects"). Adequate potable water and wastewater services for the Project are available through the COUNTY's existing water and sewer lines along S.R. 56, subject to a Utilities Service Agreement with the COUNTY. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY's Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the Development Order, the COUNTY's approved construction plans, and satisfaction of all COUNTY, State and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations ("Reservations") and dedications for public purposes ("Right[s]-of-Way") shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated November 23, 2004, and this Development Agreement.

f. Local Development Permits Needed: Prior to the construction of the Pipeline Projects, the DEVELOPER shall obtain any necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that the Project, as conditioned, permitted and proposed, is consistent with the Pasco County Comprehensive Plan and to the extent not vested will be subject to the Pasco County Land Development Code.

h. Requirements Necessary for the Public Health, Safety and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens are identified and included within the MPUD zoning conditions, Development Order conditions and this Development Agreement.

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

j. Zoning and Comprehensive Plan Issues: The Pasco County Comprehensive Plan Future Land Use Map classification for the Project is RES-3 (Residential – 3 du/ga). On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 04-D2 to amend the classification on the Future Land Use Map for the Project from RES-3 (Residential – 3 du/ga) to ROR (Retail/Office/Residential) and CON (Conservation). Zoning for the Project is A-C Agricultural. On November 23, 2004, the Board of County Commissioners will consider adoption of Petition No. 6288 to rezone the Project from A-C to MPUD. The MPUD Master Planned Unit Development zoning of the Project is consistent with the amended land use designations for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS:

a. Proportionate Share Amount. The DEVELOPER agrees to construct Pipeline Improvements as mitigation for the Cypress Creek Town Center DRI Phase 1 transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER's proportionate share contribution for those improvement projects listed in Exhibit B (Required Phase 1 Improvements) attached hereto, is Twenty Two Million, Nine Hundred and Ninety Two Thousand and Ninety Four and 00/100 Dollars (\$22,992,094) (the "Proportionate Share").

b. Identification of Pipeline Projects. The DEVELOPER has elected to design, permit, construct and acquire right-of-way (where necessary) for two pipeline projects to fully mitigate the transportation impacts of Phase 1 of the Project. The two pipeline projects are the extension of C.R. 54, which is estimated to cost at least six million dollars (\$6,000,000.00) in 2004 dollars, and the widening of S.R. 54/56, which is estimated to cost twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) in 2004 dollars. The DEVELOPER's and COUNTY's respective obligations for the two pipeline projects are set forth below. The two pipeline projects are collectively referred to in this Agreement as "the Pipeline Projects"

(1) C.R. 54 Extension Pipeline Project. The first pipeline project is the design, permitting, construction and right-of-way acquisition (where necessary) for a new extension of CR 54 from the intersection of SR 56, SR 54 and C.R. 54 south to County Line Road, including (i) the construction of a 2-lane bridge over Cypress Creek, (ii)

additional intersection improvements which are depicted on Exhibit D attached hereto and incorporated herein, and (iii) all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the pipeline project (the "Roadway Appurtenances") (collectively referred to herein as "the CR 54 Extension Pipeline Project"). The CR 54 Extension Pipeline Project will serve as the last link of a County roadway connecting SR 52 to County Line Road through Old Pasco Road and CR 54. This roadway will serve as a parallel facility to Interstate 75, thus improving the capacity of Interstate 75 (one of the roadways listed in Exhibit B), as well as improving the capacity of other north-south roadways near the Project such as CR 581, Collier Parkway, Livingston Road and Cypress Creek Road. The DEVELOPER shall (1) design, permit, construct and donate right-of-way for Segment #1 and Segment #2 of the CR 54 Extension Pipeline Project (described below), regardless of cost and at no cost to the COUNTY. In addition, the DEVELOPER shall (a) design, permit, construct and acquire right-of-way (where necessary) for Segment #3 of the CR 54 Extension Pipeline Project (described below), regardless of cost and at no cost to the COUNTY or (b) make a payment to the COUNTY in the amount of six million dollars (\$6,000,000.00), plus three (3%) percent interest compounded annually from the effective date of this Development Agreement to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for Segment #3 of the CR 54 Extension Pipeline Project. The timing for making the election for Segment #3, and the required timeline and specifications for each segment of the CR 54 Extension Pipeline Project are set forth below.

(a) C.R. 54 Extension Segment #1--The first 1,000 feet of the CR 54 Extension Pipeline Project south of the CR 54/SR 54/SR 56 intersection, or to the first Project entrance, whichever is greater, shall be designed, permitted and constructed by the DEVELOPER as a 4 lane divided urban section, including all Roadway Appurtenances necessary for a 4 lane divided urban roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #1"). The design and permitting for Segment #1 shall be completed prior to or concurrent with the first construction plan approval for buildings within the Project south of S.R. 54/56, and the construction of Segment #1 shall be completed prior to issuance of the first Certificate of Occupancy for any building within the Project south of S.R. 54/56. The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for Segment #1 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #1 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and construction expenses incurred by the DEVELOPER for Segment #1 are not eligible for transportation impact fee credits or COUNTY reimbursement and are not eligible for credit against the Segment #3 Payment (defined below). In addition, the Segment #3 Payment shall not relieve the DEVELOPER of its Segment #1 obligations as set forth in this subsection.

(b) C.R. 54 Extension Segment #2--The segment of the CR 54 Extension south of Segment #1 and north of the entrance to the bridge over Cypress Creek shall be designed, permitted and constructed by the DEVELOPER as a 2 lane undivided rural section (offset), including all Roadway Appurtenances necessary for a 4 lane divided rural roadway, and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #2"). The design and permitting of Segment #2 shall be completed prior to or concurrent with the first

construction plan approval for buildings within the Project south of S.R. 54/56, and construction of Segment #2 shall be completed as necessary to serve development of the Project south of Segment #1, or within six (6) months of COUNTY construction plan approval for Segment #3 (as set forth below), whichever occurs first. The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for Segment #2 prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #2 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donations, and construction expenses incurred by the DEVELOPER for Segment #2 are not eligible for transportation impact fee credits or COUNTY reimbursement and are not eligible for credit against the Segment #3 Payment (defined below). In addition, the Segment #3 Payment shall not relieve the DEVELOPER of its Segment #2 obligations as set forth in this subsection.

(c) C.R. 54 Extension Segment #3--The segment of the CR 54 Extension Pipeline Project south of Segment #2 to County Line Road shall be designed, permitted and constructed by the DEVELOPER as a 2 lane undivided rural section (offset), including all Roadway Appurtenances necessary for a 2 lane undivided rural roadway and all intersection improvements depicted on Exhibit D within or adjacent to this segment ("Segment #3"). The DEVELOPER shall dedicate, at no cost to the COUNTY, one hundred forty two feet (142') of right-of-way for any portion of Segment #3 lying within the Project prior to or concurrent with the first construction plan approval for buildings south of S.R. 54/56, and shall acquire eighty feet (80') of right-of-way for any portion of Segment #3 lying outside the Project consistent with Section 5.j. of this Agreement. Prior to construction plan approval of the first one million (1,000,000) square feet of vertical development south of S.R. 54/56, or prior to construction plan approval for Segment #3, whichever occurs first, the DEVELOPER shall elect to (a) design, permit, construct and acquire right-of-way (where necessary) for Segment #3, regardless of cost and at no cost to the COUNTY ("Segment #3 Construction Option") or (b) make a payment to the COUNTY in the amount of six million dollars (\$6,000,000.00), plus three (3%) percent interest compounded annually from the effective date of this Development Agreement to the date of payment, in lieu of designing, permitting, constructing and acquiring right-of-way for Segment #3 ("Segment #3 Payment Option" or "Segment #3 Payment"). The DEVELOPER shall make such election by written notice to the COUNTY. If the DEVELOPER elects the Segment #3 Construction Option, the DEVELOPER shall post the letter of credit required by Section 9 of this Agreement, and shall complete design, permitting, right-of-way acquisition, and construction of Segment #3 (including acceptance of Segment #3 by the COUNTY) no later than twenty-four (24) months after the date the letter of credit for Segment #3 is accepted by the Board of County Commissioners. If the DEVELOPER elects the Segment #3 Payment Option, the required payment shall be made to the COUNTY prior to construction plan approval of the first one million (1,000,000) square feet of vertical development south of S.R. 54/56. Selection of the Segment #3 Payment Option shall relieve the DEVELOPER of its right-of-way acquisition obligations outside the Project for Segment #3, but shall not relieve the DEVELOPER of its right-of-way donation obligations for Segment #3 within the Project. The COUNTY may utilize the Segment #3 Payment to design, permit, acquire right-of-way for, or construct Segment #3, for intersection or roadway improvements on roads parallel to the C.R. 54 Extension Pipeline Project, and/or for those improvement projects listed in Exhibit B. If the COUNTY utilizes the Segment #3 Payment to design, permit, acquire right-of-way for, or construct Segment #3, the COUNTY shall credit or reimburse the DEVELOPER for COUNTY-approved design, permitting, right-of-

way acquisition and construction expenses for Segment #3, provided that the DEVELOPER provides or conveys any work product associated with such expenses to the COUNTY. COUNTY credit or reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations (except for CIP limitations or Impact Fee Ordinance limitations), as requests for transportation impact fee credits as set forth in Section 8 of this Agreement. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the C.R. 54 Extension Pipeline Project, Segment #3 is not eligible for, or entitled to, transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way donation/acquisition, and construction expenses incurred by the DEVELOPER for Segment #3 and/or the Segment #3 Payment are not eligible for transportation impact fee credits or COUNTY reimbursement, except for the credit or reimbursement of the Segment #3 Payment set forth in this paragraph.

(d) In the event that the DEVELOPER's final approved design plans for the CR 54 Extension Pipeline Project vary from the right-of-way dedicated by the DEVELOPER pursuant to the requirements set forth above, then the DEVELOPER shall convey such additional right-of-way as is necessary to be consistent with its final design plans and the COUNTY shall re-convey any portion of the dedicated right-of-way which is no longer consistent with the final design plans, provided that the final right-of-way donated by the DEVELOPER within the Project shall in all events remain not less than 142' wide.

(e) SR 54/56 Pipeline Project--The second pipeline project is the widening of SR 56 and SR 54 from a 4-lane divided arterial to a 6-lane divided arterial from the western I-75 ramps west to the existing 6-lane section approximately six tenths (.6) miles east of US 41, including the S.R. 54 and S.R. 56 Pipeline Project intersection improvements which are depicted on Exhibit D attached hereto and incorporated herein, and all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and permitting agencies to be necessary during the design and permitting of the pipeline project (the "Roadway Appurtenances") (collectively referred to herein as "the SR 54/56 Pipeline Project"). The estimated cost of the SR 54/56 Pipeline Project is twenty one million one hundred fifty two thousand ninety eight dollars (\$21,152,498.00). The DEVELOPER shall design, permit, construct and acquire right-of-way (where necessary) for the SR 54/56 Pipeline Project, regardless of cost. However, the COUNTY agrees to reimburse the DEVELOPER for (1) all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the SR 54/56 Pipeline Project between sixteen million nine hundred ninety two thousand ninety four dollars (\$16,992,094.00) and twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00), (2) nineteen and seven tenths percent (19.7%) of all COUNTY-approved design, permitting, construction, and right-of-way acquisition expenses for the SR 54/56 Pipeline Project between twenty one million one hundred fifty two thousand four hundred ninety eight dollars (\$21,152,498.00) and twenty three million five hundred sixty four thousand dollars (\$23,564,000.00), and (3) forty eight and six tenths (48.6%) percent of all COUNTY-approved design, permitting, construction and right-of-way acquisition expenses for the SR 54/56 Pipeline Project in excess of twenty three million five hundred sixty four thousand dollars (\$23,564,000.00). COUNTY reimbursement for such expenses shall be processed in the same manner, and subject to the same limitations, as requests for transportation impact fee credits as set forth in Section 8 of this Agreement. COUNTY-approved design, permitting, right-of-way acquisition and construction expenses for the SR 54/56 Pipeline Project that are not reimbursed

by the COUNTY pursuant to this paragraph are eligible for transportation impact fee credits in accordance with the procedures and limitations set forth in Section 8 of this Agreement.

The DEVELOPER shall commence design and permitting of the S.R. 54/56 Pipeline Project within six (6) months of the effective date of this Development Agreement. Within thirty (30) days of such time as the 60% design plans have been approved for the S.R. 54/56 Pipeline Project, the DEVELOPER shall begin acquisition of any needed right-of-way for the S.R. 54/56 Pipeline Project in accordance with Section 5.j. of this Agreement. Construction of the S.R. 54/56 Pipeline Project shall be complete and accepted by FDOT on or before December 31, 2008.

5. PIPELINE PROJECTS DESIGN, PERMITTING AND RIGHT OF WAY ACQUISITION.

a. Design, Permitting and Right of Way Acquisition: The DEVELOPER shall design, permit and acquire necessary right-of-way for the Pipeline Project in accordance with the terms of this Agreement. The Pipeline Projects shall be designed consistent with the design criteria of the Florida Department of Transportation (FDOT). If required by FDOT, the design of the S.R.54/56 Pipeline Project will include a reevaluation of the existing Preliminary Design and Engineering (PD&E) Study for S.R. 54/56 and/or a State Environmental Impact Report (SEIR). The construction contractors used by the DEVELOPER to complete the S.R. 54/56 Pipeline Project shall be satisfactory to FDOT.

b. Design and Construction Requirements: All design, permitting, and construction for the Pipeline Projects shall be in accordance with the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes and the COUNTY, and construction plans shall comply with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities. Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the Pipeline Projects' routes, shall be owned, operated and maintained by FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. If the Pipeline Projects' drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the Pipeline Projects' route, all such drainage facilities shall remain owned by the underlying land owner (including the DEVELOPER where applicable), and operation and maintenance of same shall be the responsibility of the respective underlying land owner. The underlying land owner shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing drainage facilities serving the Pipeline Projects, including those facilities that are commingled or combined, so that FDOT or the COUNTY has the ability to maintain the facilities associated with the Pipeline Projects in the event the DEVELOPER or other respective underlying land owners default on its (or their) obligation to maintain the facilities.

d. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the Pipeline Projects are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as

applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the Pipeline Projects are commingled/combined with wetland and flood plain mitigation areas of the Project or any other facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by the underlying land owner (including the DEVELOPER, where applicable). Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and flood plain mitigation areas associated with the Pipeline Projects which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Pipeline Projects, including those areas that are commingled or combined, so FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

e. COUNTY/FDOT Review and Approval of Design: For the S.R. 54/56 Pipeline Project, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans, or as otherwise may be approved in writing by FDOT, to FDOT for review and approval, and to the COUNTY for review and approval for consistency with the terms and conditions of this Agreement. For the C.R. 54 Extension Pipeline Project, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans, or as otherwise may be approved in writing by the COUNTY, for the C.R. 54 Extension Pipeline Project to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Projects from FDOT or the COUNTY, as applicable, prior to commencement of any bidding of the Pipeline Projects. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify DEVELOPER if not complete and correct within five (5) business days of receipt of the submission by DEVELOPER. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for each Pipeline Project (or sooner if required by other sections of this Agreement) an estimate of the cost of constructing the Pipeline Project, including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimate"). All plans, once accepted and approved for construction by FDOT or the COUNTY, as applicable, shall become the property of the FDOT or the COUNTY.

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

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

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER, or engineers or contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, or engineers or contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or

share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities' infrastructure in conflict with the Pipeline Projects. Relocation of any utilities infrastructure which is in conflict with the Pipeline Projects shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The COUNTY agrees upon request of DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes, in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits.

j. Right-Of-Way Acquisition:

(1) DEVELOPER shall be responsible within the time frames set forth in this Agreement for right-of-way acquisitions or donations necessary for the construction of the Pipeline Projects which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site storm water drainage facilities, off-site stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Pipeline Projects which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) If necessary, efforts will be made by the COUNTY and the DEVELOPER to have FDOT enter into a Joint Participation Agreement, Letter of Understanding (LOU) or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any right-of-way required for the S.R. 54/56 Pipeline Project. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate, to the extent permitted by FDOT, in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by DEVELOPER for the Resolution of Necessity, COUNTY's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. DEVELOPER, not later than the time when sixty percent (60%) design plans are submitted, shall identify all real estate parcels required for the Pipeline Projects and identify the appropriate interests in real estate for right-of-way acquisition and furnish same to COUNTY. COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If COUNTY disapproves the submittal, it shall provide comments to DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared

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

6. PIPELINE PROJECTS CONSTRUCTION: The DEVELOPER shall commence construction of the Pipeline Projects in accordance with this Agreement, unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the Pipeline Projects in accordance with the final alignment, design, specification, and construction plans as approved by FDOT, the COUNTY and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER's ability in its sole discretion, to accelerate the schedule for construction of any portion of the Pipeline Projects.

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the Pipeline Projects to an appropriately licensed contractor. The S.R. 54/56 Pipeline Project contractor must be certified by FDOT. The term "competitively award," as used in this Agreement, means to award said contract based on the submission of sealed bids, in accordance with the procedures set forth herein; however FDOT participation in the procedures outlined here shall be required only for the S.R. 54/56 Pipeline Project. The failure of the DEVELOPER to comply substantially and in good faith with any provisions of this section may result in the rejection by the COUNTY of any request for impact fee credits related to work which was not competitively bid. Prior to initiating the competitive award process, the DEVELOPER shall provide to the Purchasing Director of the COUNTY and FDOT the bid package, which shall include final and complete design plans, technical specifications, general and special conditions, contracts, required portions of this Agreement and all such other project documents and materials the inclusion of which in the bid package may be deemed necessary or advisable by the DEVELOPER or the COUNTY or FDOT. The COUNTY and FDOT shall have fifteen (15) business days to review the documents and materials submitted by the DEVELOPER and provide the DEVELOPER with its comments. Consistent with the COUNTY's and FDOT's comments, the DEVELOPER shall finalize the bid package, outlining the nature and scope of the project, shall provide COUNTY and FDOT with a copy of the final bid package, and shall proceed to solicit competitive bids from qualified contractors, following the process set forth below. DEVELOPER shall advertise the bid one (1) day per week for two (2) consecutive weeks in the legal section of a newspaper of general circulation in the COUNTY. DEVELOPER shall request a vendor database list from FDOT and the COUNTY and shall send bid solicitations to each vendor on the appropriate list no later than when the first advertisement appears. The DEVELOPER shall immediately provide the COUNTY and FDOT with any and all correspondence, addenda, and amendments to the bid package, but in no event, later than the closing date for the submission of bids. The closing date for the submission of bids shall be no less than thirty (30) days after the first advertisement. The DEVELOPER is exclusively responsible for fulfilling requests for documentation and responding to questions of bidders. If the DEVELOPER elects to conduct any pre-bid meetings in connection with the project, the

details of this election shall be specified in the bid package, and the Purchasing Director, or his designee, and any designated FDOT staff shall be afforded an opportunity to attend any such pre-bid meetings with reasonable notice. All competitive bids shall be sealed and delivered to the DEVELOPER on or before the time specified in the request or invitation issued by the DEVELOPER, and said bids shall be opened by the DEVELOPER at the specified location in the bid documents in the presence of the Purchasing Director, or his designee, and any designated FDOT staff, who shall be afforded reasonable notice and an opportunity to review and comment on the bids. After the opening, the Purchasing Director, or his designee, and any designated FDOT staff, shall immediately receive an unofficial bid tabulation from DEVELOPER. Within twenty-four (24) hours of the bid opening, the COUNTY and FDOT shall receive from DEVELOPER full copies of all bids and an official bid tabulation.

The DEVELOPER shall evaluate the bids to ascertain the identity of the lowest responsive and responsible bidder. DEVELOPER shall notify in writing the Purchasing Director of the COUNTY and FDOT as to the identity of the lowest responsive, responsible bidder and shall provide COUNTY and FDOT with the proposed contract, which shall be consistent with the approved bid package and the lowest responsive, responsible bid. The DEVELOPER will award the Pipeline Project contracts to the lowest responsive responsible bidder approved by FDOT and the COUNTY. If DEVELOPER determines that any or all bids should be rejected for any material reason, the above notification shall also identify each defective bid and the basis for the determination as to rejection, including a general determination that all bids should be rejected and the improvement should be re-bid. In the event that all bidders are rejected as non-responsive and/or non-responsible, the Pipeline Project may be re-bid following the procedures described herein. COUNTY and FDOT shall have ten (10) business days to review, comment, and provide a statement of reasonable objections or no objection. If COUNTY or FDOT objects, COUNTY and FDOT reserve the right to require DEVELOPER to award the next available, lowest, responsive, responsible bidder, or require that all bids be rejected and a re-bid performed. Upon COUNTY's and FDOT's statement of no objection, DEVELOPER may proceed to award to that party the contract for the Pipeline Project, and shall execute a formal written Agreement containing the specific terms and conditions of construction, as set forth in the bid package, and in the format previously accepted by the COUNTY and FDOT, providing two (2) copies of the final executed Agreement to the Purchasing Director of the COUNTY and FDOT. The DEVELOPER shall promptly furnish to the COUNTY and FDOT two (2) copies of any amendments, supplements to the Agreement, or change orders thereafter executed. In addition to the foregoing, DEVELOPER shall comply with any applicable FDOT or State law competitive bidding requirements for the S.R. 54/56 Pipeline Project. In the event of a conflict between the foregoing requirements and applicable FDOT or State law competitive bidding requirements for the S.R. 54/56 Pipeline Project, the FDOT requirements shall govern.

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

c. COUNTY and FDOT Observation: The COUNTY's and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Pipeline Projects and shall at all times have access to the work being performed pursuant to this Agreement for the COUNTY's and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or

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

d. Right-of-Way: Prior to FDOT's or the COUNTY's acceptance of the Pipeline Projects, as applicable, the DEVELOPER shall meet the applicable requirements of FDOT and/or the COUNTY and cause all right-of-way, including right-of-way for drainage facilities, wetland and flood plain mitigation, as appropriate, to be conveyed to the FDOT or the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

e. Construction Requirements: During the construction phase of the Pipeline Projects, the DEVELOPER and/or its construction contractor(s) shall:

- (1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to make sure it is built according to the plans and specifications.
- (2) Obtain all necessary Right-of-Way Use Permits.
- (3) Be responsible for supervising and inspecting the construction of the Pipeline Projects and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.
- (4) Be responsible for full and complete performance of all construction activities required pursuant to this Agreement. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Pipeline Projects until the improvements are completed and accepted by FDOT or the COUNTY, as applicable, which acceptance shall not be unreasonably withheld.
- (5) Require testing by an independent lab, acceptable to the FDOT and the COUNTY in accordance with FDOT standards and Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage and utilities as applicable. Any failed tests shall be reported to FDOT and to the County Engineer immediately, and all test reports shall be provided on a quarterly basis to the County Engineer.
- (6) Provide a certification from a professional engineer registered in the State of Florida, which shall certify that all design, permit, and construction for the Pipeline Projects are in substantial conformance with the standards established by FDOT pursuant to Section 336.045, Florida Statutes, and by the COUNTY. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT and the COUNTY.
- (7) Provide to FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the Pipeline Projects, and such information shall become the property of FDOT and the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with AutoCadd. All plans submitted to FDOT shall include reproducible mylars and electronic files compatible with MicroStation and GeoPack.

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

7. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE: The DEVELOPER's Proportionate Share for Phase 1 of the Project shall be satisfied by construction of the Pipeline Projects in accordance with this Development Agreement.

8. TRANSPORTATION IMPACT FEES AND CREDITS:

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed transportation impact fees in accordance with the COUNTY's adopted Transportation Impact Fee Ordinance, as amended (the "Impact Fee Ordinance") and this Agreement. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the S.R. 54/56 Pipeline Project for reimbursement or impact fee credit to the DEVELOPER, or to another entity or entities (e.g. Community Development District) to the extent that such entity finances or otherwise pays for or contributes to the S.R. 54/56 Pipeline Project, as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity"). Once the DEVELOPER has posted the performance guarantee for the S.R. 54/56 Pipeline Project referenced in this Agreement, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the S.R. 54/56 Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with this Agreement and the Impact Fee Ordinance. The DEVELOPER and Credit Receiving Entity shall not be entitled to any interest on the account. Impact fees paid for the Project shall not be held for the S.R. 54/56 Pipeline Project beyond seven (7) years after payment, and can thereafter be spent anywhere as desired by the COUNTY in accordance with the Impact Fee Ordinance. In addition, the time limits of the encumbrance and expenditure of these funds, as provided in the Impact Fee Ordinance, shall be waived by the DEVELOPER, and by its successors and assigns. The DEVELOPER and Project shall pay transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit.

The Credit Receiving Entity shall be eligible for transportation impact fee credits for actual reasonable design, engineering, inspection, permitting, right-of-way acquisition and construction costs for the S.R. 54/56 Pipeline Project, as determined by the County Administrator or his designee consistent with the Impact Fee Ordinance and this Agreement, and not to be provided until the year adequate funds have been allocated for credits or reimbursements for the S.R. 54/56 Pipeline Project in the COUNTY's adopted Capital Improvement Plan (CIP). The COUNTY's present allocation of CIP funds/credits for the S.R. 54/56 Pipeline Project is eight million five hundred thousand dollars (\$8,500,000.00) in fiscal year 2006; four million two hundred fifty thousand dollars (\$4,250,000.00) in fiscal year 2007; and four million two hundred fifty thousand dollars (\$4,250,000.00) in fiscal year 2008; however, the COUNTY agrees to modify the CIP to ensure the Credit Receiving Entity receives the credits or reimbursements required by this Agreement within one (1) year of the Credit Receiving Entity submitting any eligible requests or invoices for credit or reimbursement.

To receive impact fee credit or reimbursement, all requests and invoices for the S.R. 54/56 Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by FDOT of the S.R. 54/56 Pipeline Project, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. All requests and invoices for credits or reimbursements shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits

or reimbursements shall be issued to the Credit Receiving Entity. Should there be any amounts denied for reimbursement or credit, the Developer may appeal such decision in a manner consistent with the Impact Fee Ordinance.

Notwithstanding the foregoing, DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for: (1) any right-of-way dedication/acquisition, design, permitting, or construction costs for the C.R. 54 Extension Pipeline Project (except for credits or reimbursements relating to the Segment #3 Payment allowed pursuant to paragraph 4.b.(1)(c) of this Agreement); (2) the Segment #3 Payment; (3) Construction Engineering and Inspection ("CEI") expenses in excess of ten percent (10%) of the total S.R. 54/56 Pipeline Project cost; and (4) S.R. 54/56 Pipeline Project costs not specifically set forth in this Agreement (e.g. financing, insurance and bonding expenses). In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee, Proportionate Share, or Segment #3 Payment credit or reimbursement for impact fees paid prior to the execution of this Agreement, and the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this Agreement.

(2) Project Improvements – Project access improvements, including but not limited to necessary acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping and signalization (if warranted pursuant to the Manual on *Uniform Traffic Control Devices* and approved by the regulating agencies), may be included in the design, permitting, right of way acquisition and construction of the Pipeline Projects, and are the responsibility of the DEVELOPER, but are not eligible for impact fee credits. Notwithstanding the foregoing, those intersection improvements, or portions thereof, identified on Exhibit D as part of the S.R. 54/56 Pipeline Project are eligible for impact fee credits or reimbursements, subject to the limitations set forth above. Those access or intersection improvements, or portions thereof, that are designated on Exhibit Das site related, site specific, non-creditable, or existing lane improvements are not eligible for impact fee credits or reimbursements (except for credits or reimbursements relating to the Segment #3 Payment allowed pursuant to paragraph 4.b.(1)(c) of this Agreement). Where only a portion of an intersection or access improvement is eligible for impact fee credits, the DEVELOPER or Credit Receiving Entity shall separately account for the costs of the creditable and non-creditable portions of the improvements, and all requests for credits or reimbursements shall itemize the creditable and non-creditable costs for all intersection/access improvements included in the request.

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

(4) Wetland and Floodplain Mitigation – If wetland and floodplain mitigation areas needed for the Pipeline Projects are commingled with offsite Project-related or other landowner related wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner related mitigation are not eligible for impact fee credits.

(5) Transfer of Credits - Impact fee credits pursuant to this Agreement may be transferred in accordance with the Impact Fee Ordinance.

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

9. PERFORMANCE GUARANTEES BY DEVELOPER:

a. General: For the S.R. 54/56 Pipeline Project, the letter of credit as specified in paragraph b. below shall be posted in favor of, and provided to the COUNTY, prior to construction plan approval of the first 250,000 square feet of vertical development within the Project, or prior to issuance of permits as required for the construction of the S.R. 54/56 Pipeline Project, whichever is earlier. For the C.R. 54 Extension Pipeline Project, the letter of credit as specified in paragraph b. below shall be posted in favor of, and provided to the COUNTY prior to construction plan approval of the first 1,000,000 square feet of vertical development south of S.R. 54/56 (unless the DEVELOPER elects the Segment #3 Payment Option), or prior to issuance of permits as required for the construction of segment #3 of the C.R. 54 Extension Pipeline Project, whichever is earlier. The letters of credit shall be acceptable to and approved by the COUNTY to guarantee performance of the Pipeline Projects and all terms and conditions of this Agreement. Failure to post, revise, update, and keep effective the required letters of credit shall be considered a default of this Agreement, entitling the COUNTY to suspend any impact fee credits or reimbursements due pursuant to Section 8 above and/or stop the issuance of building permits. The letters of credit shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of Best's Key Rating Guide. Two (2) separate letters of credit shall be posted as follows:

b. Pipeline Projects: DEVELOPER shall post initial letters of credit in the amount of (1) 125% of the COUNTY approved Cost Estimate to complete design, permitting, right-of-way acquisition and construction of Segment #3 of the C.R. 54 Extension Pipeline Project, and (2) 125% of \$16,992,094.00, less all County-approved expenses for the S.R. 54/56 Pipeline Project as of the date the letter of credit is required (subject to the limitations set forth in Section 8. of this Agreement), to guarantee performance of such projects and all terms and conditions of this Agreement. Within 30 days after the applicable deadline for completion of construction plans for the C.R. 54 Extension Pipeline Project, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for such project. Upon approval by the COUNTY, DEVELOPER shall immediately provide the COUNTY with a revised performance guarantee for the C.R. 54 Extension Pipeline Project in the minimum amount equal to 125% of the updated COUNTY-approved Cost Estimate. On each renewal date of the letters of credit, the letters of credit may be reduced provided an updated Cost Estimate for the remainder of the applicable Pipeline Project is provided to and approved by the COUNTY and provided that the letters of credit are not reduced below 125% of the COUNTY-approved Cost Estimates for the remainder.

c. Maintenance Guarantee: Upon completion of the Pipeline Projects and final acceptance by the COUNTY and/or FDOT, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY and/or FDOT. The performance guarantees for the Pipeline Projects may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to fifteen percent (15%) of the applicable Construction Contract amount, or the DEVELOPER or its Contractor may post separate maintenance bonds acceptable to the COUNTY to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the improvements and final inspection by the

COUNTY and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc. and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

10. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall defend, hold harmless, and indemnify the COUNTY and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER's negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of the Pipeline Projects, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from the COUNTY or FDOT review referenced in paragraphs 5.e., 5.h., and 6.c. of this Agreement. The DEVELOPER's obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY's or FDOT'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 11.g. The DEVELOPER's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER's inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY or FDOT is solely negligent. Only a final adjudication judgment or finding the COUNTY or FDOT solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT. The DEVELOPER shall also include for the Pipeline Projects this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

(a) During the life of this Agreement, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact

business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and which are satisfactory to the COUNTY and FDOT.

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

(c) All policies of insurance required by this Agreement shall require that the insurer deliver to the COUNTY and FDOT and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY, FDOT and the DEVELOPER, addressed to the parties as described in Paragraph 11.g. below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

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

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

(l) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this Agreement, other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the COUNTY; the COUNTY Engineer; FDOT, and each of their elected officers, employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

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

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: \$1,000,000.00 each accident.
- (iii) The DEVELOPER shall require the engineers and/or contractor and contractor's insurance companies to waive its rights of subrogation against the COUNTY and FDOT and their agents and employees.

(b) Commercial General Liability Insurance: The DEVELOPER shall require commercial general liability insurance coverage be maintained by the engineer and/or contractor which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including any hold harmless and/or indemnification agreement; independent contractors; and broad form property damage. Limits of coverage shall not be less than the following for bodily injury; property damage; and personal injury, combined single limits:
General aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).

Products—completed operations aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).

Bodily injury, including death (each person): One Million and 00/100 Dollars (\$1,000,000.00).

Bodily injury, including death (each occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).

Property damage (each occurrence): One Million and 00/100 Dollars (\$1,000,000.00).

Personal and advertising injury (each occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

Fire damage (any one [1] fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

Bodily injury and personal injury including death: One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.

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

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

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

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

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

11. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Pipeline Projects, unless extended pursuant to this Agreement, then it shall be considered a default of this Agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Section 9 for the Pipeline Projects (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY's rights to enforce the balance of the guarantees, if required). Upon said default, the issuance of building permits, plats and other development approvals shall cease until the Pipeline Projects have been recommenced to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an

automatic extension of the time periods set forth in this Agreement for the Pipeline Projects for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY's review and/or approval.

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

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

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

(1) The DEVELOPER shall cause all provisions of this Agreement in its entirety to be included and made a part of any contract for the Pipeline Projects.

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

f. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the Pipeline Projects has been constructed in accordance with the standards promulgated by FDOT in Section 336.045, Florida Statutes; the COUNTY standards, the contract documents, and this Agreement.

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: John R. Sierra, Jr. Post Office Box 270603, Tampa, Florida 33688, with a copy to Biff Craine, Esquire, Bricklemyer Smoker & Bolves, P.A., 500 E. Kennedy Boulevard, Tampa, Florida 33602; and to Pasco County c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654, with a copy to David Goldstein, Assistant County Attorney, West Pasco Government Center, Suite

340, 7530 Little Road, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

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

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

n. Severability: In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.

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

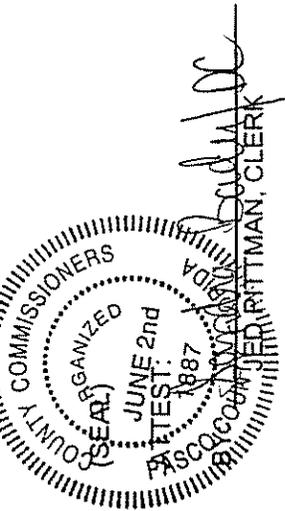
p. Cancellation: This Agreement may be canceled by mutual consent of the parties to the Agreement.

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

- r. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
- s. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Pipeline Projects.
- t. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.
- u. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.
- v. Controlling Law: This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in Pasco County, Florida.
- w. Successors and Assigns: The terms of this Agreement shall run with the land and be binding upon the DEVELOPER and owners and its successors and assigns. The DEVELOPER and owners may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The COUNTY, at its option, may assume any of the rights and obligations of FDOT set forth in this Agreement.
- x. Force Majeure: In the event the DEVELOPER's or COUNTY's performance of this Agreement is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts DEVELOPER's or COUNTY's performance of this Agreement as reasonably determined by other party. This paragraph shall not apply to force majeure events caused by DEVELOPER or under DEVELOPER's control, or caused by the COUNTY or under COUNTY's control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Pipeline Projects and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this

Agreement on the dates set forth below.



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

Date: APPROVED 2004

NOV 23 2004

WITNESSES:

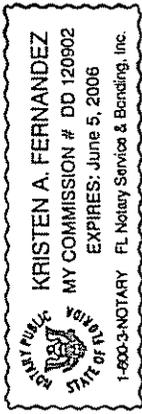
[Signature]
[Signature]

BY: [Signature]
TITLE: President
DATE: 12-1-04

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st Day of December, 2004
(date), by John R. Sierra Jr. President
(name of officer or agent, title of officer or agent acknowledging) of _____, a _____, He/she is
personally known to me of who has produced _____
(type of identification) as identification.

Seal:



[Signature]
NOTARY

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

BY: [Signature]
ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I-A (Parcel I.D. Number: 27-26-19-0010-00000-0010)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.89°49'19"W., 2492.57 feet along the North boundary of said Tract 1 and the Northerly boundary of Tract 17 of said WORTHINGTON GARDENS (being a line 25.00 feet South of and parallel with the North boundary of said Section 27) to the POINT OF BEGINNING; thence SOUTH, 1975.00 feet; thence EAST, 807.92 feet to a point on a curve on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following eleven (11) courses: 1) Southwesterly, 554.25 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 11°51'54" (chord bearing S.61°49'20"W., 553.26 feet); 2) S.52°02'21"W., 105.12 feet to a non-tangent curve; 3) Southwesterly, 141.23 feet along the arc of a curve to the left having a radius of 2671.48 feet and a central angle of 03°01'46" (chord bearing S.52°07'30"W., 141.25 feet) to a point of tangency; 4) S.50°36'37"W., 365.55 feet; 5) S.59°08'27"W., 101.12 feet; 6) S.50°36'37"W., 800.00 feet; 7) S.73°03'50"W., 106.45 feet; 8) N.31°23'23"W., 334.17 feet to a point of curvature; 9) Northwesterly, 828.05 feet along the arc of a curve to the right having a radius of 2739.79 feet and a central angle of 17°19'00" (chord bearing N.22°43'53"W., 824.90 feet); 10) N.27°39'28"W., 99.27 feet to a non-tangent curve; 11) Northwesterly, 112.30 feet along the arc of a curve to the right having a radius of 2674.79 feet and a central angle of 02°40'20" (chord bearing N.10°54'35"W., 112.29 feet) to a point on the West boundary of said WORTHINGTON GARDENS; thence along said Westerly boundary N.00°42'08"E., 638.52 feet; thence S.89°54'27"W., 92.49 feet to the Easterly right-of-way line of State Road No. 54, as shown on State of Florida, State Road Department Right-of-Way Map, Section 14090-2151; thence N.05°21'08"E., 25.11 feet along said Easterly right-of-way line; thence N.89°56'46"E., 20.87 feet to a point on a curve; thence Northeasterly, 65.82 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 01°20'58" (chord bearing N.04°31'23"E., 65.82 feet); thence N.05°24'08"E., 201.95 feet; thence S.89°56'39"W., 20.09 feet to the Easterly right-of-way line of said State Road No. 54; thence N.05°21'08"E., 626.82 feet along said Easterly right-of-way line to a point of curvature; thence continue along said Easterly right-of-way line, Northerly, 414.20 feet along the arc of a curve to the right having a radius of 2814.79 feet and a central angle of 08°25'52" (chord bearing N.09°34'04"E., 413.82 feet) to a point on the North boundary of Lot 1, Block 1 of said WORTHINGTON GARDENS, also being a point on a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°51'18"E., 1293.87 feet along a line being 25.00 feet South of and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 159.99 feet to the POINT OF BEGINNING.

PARCEL I-B (Parcel I.D. Number: 27-26-19-0010-00000-0015)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 1526.25 feet to the POINT OF BEGINNING; thence continue along said Westerly boundary N.00°42'08"E., 1002.17 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following six (6) courses: 1) S.86°21'22"E., 17.10 feet to a point on a curve; 2) Southeasterly, 351.74 feet along the arc of a curve to the left having a radius of 2989.79 feet and a central angle of 06°44'26" (chord bearing S.28°01'10"E., 351.73 feet) to a point of tangency; 3) S.31°23'23"E., 334.17 feet; 4) S.08°31'41"E., 105.37 feet; 5) S.50°36'37"W., 400.00 feet; 6) S.57°44'08"W., 88.73 feet to the POINT OF BEGINNING.

PARCEL I-C (Parcel I.D. Number: 27-26-19-0010-00000-0016)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in

Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said WORTHINGTON GARDENS, run thence along the Westerly boundary of said WORTHINGTON GARDENS N.00°42'08"E., 391.58 feet to a point on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following ten (10) courses: 1) N.27°32'36"E., 189.43 feet; 2) N.43°21'42"E., 98.99 feet; 3) N.38°32'45"E., 105.45 feet; 4) N.38°59'06"E., 198.80 feet; 5) N.42°03'23"E., 190.95 feet; 6) N.41°18'02"W., 390.05 feet; 7) N.50°36'37"E., 872.85 feet; 8) N.44°50'16"E., 248.56 feet; 9) N.50°36'37"E., 1018.16 feet to a point of curvature; 10) Northeasterly, 822.87 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 19°35'30" (chord bearing N.60°24'22"E., 818.86 feet); thence SOUTH, 293.03 feet; thence WEST 200.00 feet; thence S.53°26'52"W., 1705.71 feet; thence S.29°23'55"W., 2037.46 feet to the POINT OF BEGINNING.

PARCEL II-A (Parcel I.D. Number: 27-26-19-0010-00000-00012)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS for a POINT OF BEGINNING; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 1790.13 feet to a point on the Northerly right-of-way line of State Road No. 56; thence along said Northerly right-of-way line the following three (3) courses: 1) N.82°53'14"W., 151.44 feet; 2) S.88°37'28"W., 513.03 feet to a non-tangent curve; 3) Southwesterly 1026.63 feet along the arc of a curve to the left having a radius of 2676.48 feet and a central angle of 21°58'38" (chord bearing S.78°44'36"W., 1020.34 feet); thence WEST, 807.92 feet; thence NORTH, 1975.00 feet to a point on the North boundary of Tract 17 of said WORTHINGTON GARDENS, also being a line lying 25.00 feet South and parallel with the North boundary of said Section 27; thence N.89°49'19"E., along a line 25.00 feet South of and parallel with the North boundary of said Section 27, 2492.57 feet to the POINT OF BEGINNING.

PARCEL II-B (Parcel I.D. Number: 27-26-19-0010-00000-00014)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida and being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2129.76 feet to the POINT OF BEGINNING; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 0.53 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 1.59 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence Southeasterly, along said Southerly right-of-way line, 25.06 feet along the arc of a curve to the right having a radius of 336.00 feet and a central angle of 04°16'22" (chord bearing S.68°28'45"E., 25.05 feet) to the East boundary of said Section 27; thence S.00°39'53"W., 849.51 feet along the East boundary of said Section 27; thence WEST, 1476.81 feet; thence NORTH, 793.02 feet to a point on a curve on the Southerly right-of-way line of State Road No. 56; thence along said Southerly right-of-way line the following seven (7) courses: 1) Northeasterly, 184.38 feet along the arc of a curve to the right having a radius of 2406.48 feet and a central angle of 04°23'24" (chord bearing N.72°23'49"E., 184.35 feet); 2) N.71°08'14"E., 160.68 feet to a non-tangent curve; 3) Northeasterly, 479.35 feet along the arc of a curve to the right having a radius of 2421.48 feet and a central angle of 11°20'32" (chord bearing N.84°03'39"E., 478.57 feet) to a point of compound curvature; 4) Southeasterly, 189.49 feet along the arc of a curve to the right having a radius of 3694.72 feet and a central angle of 02°56'18" (chord bearing S.88°47'56"E., 189.47 feet); 5) S.77°44'52"E., 97.69 feet; 6) S.80°39'05"E., 321.02 feet to a non-tangent curve; 7) Southeasterly, 58.18 feet along the arc of a curve to the right having a radius of 360.00 feet and a central angle of 09°15'36" (chord bearing S.75°51'47"E., 58.12 feet) to the POINT OF BEGINNING.

PARCEL III (Parcel I.D. Numbers: 27-26-19-0010-00000-00013; 34-26-19-0000-00100-00040; and 34-26-19-0000-00700-00000)

DESCRIPTION: A parcel of land lying in Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a portion of WORTHINGTON GARDENS, according to the map or plat thereof as recorded in Plat Book 2, Page 57, Public Records of Pasco County, Florida AND that part of the East 3/4 of the North 1/4

of Section 34, Township 26 South, Range 19 East, Pasco County, Florida lying North of the Northerly line of Cypress Creek and West of the Westerly boundary of I-75 (State Road 93) and all being more particularly described as follows:

From the Northeast corner of Section 27, Township 26 South, Range 19 East, Pasco County, Florida and run thence S.89°49'19"W., 25.00 feet along the North boundary of said Section 27; thence S.00°39'53"W., 25.00 feet to the Northeast corner of Tract 1 of said WORTHINGTON GARDENS; thence continue S.00°39'53"W., along a line 25.00 feet West of and parallel with the East boundary of said Section 27, 2130.29 feet to a point on a line 25.00 feet South of and parallel with the Westerly projection of the South boundary of Borrow Pit No. 4 as shown on State of Florida, State Road Department Right-of-Way Map, Section 14140-2401; thence S.89°20'20"E., along said parallel line, 25.00 feet to the East boundary of said Section 27; thence S.00°39'53"W., 858.43 feet along the East boundary of said Section 27 to the POINT OF BEGINNING; thence continue S.00°39'53"W., 677.54 feet along said East boundary of Section 27 to a point on a curve; thence Southwesterly, 251.15 feet along the arc of a curve to the right having a radius of 3725.72 feet and a central angle of 03°51'45" (chord bearing S.18°53'17"W., 251.11 feet); thence S.23°33'05"W., 125.92 feet; thence S.20°49'13"W., 1365.40 feet to a point on the South boundary of said Section 27; thence continue S.20°49'13"W., 84.60 feet; thence S.69°10'47"E., 30.00 feet to the Westerly right-of-way line of State Road No. 93 (I-75) as shown on said State of Florida, State Road Department Right-of-Way Map, Section 1414-2401; thence S.20°49'13"W., along said Westerly right-of-way line, 1102.29 feet to the Northerly line of Cypress Creek, lying in the aforesaid Section 34; thence Westerly, along said Northerly line of Cypress Creek as approximated by the following forty one (41) courses: 1) N.89°59'03"W., 28.54; 2) N.89°59'03"W., 315.23 feet; 3) N.82°54'43"W., 155.80 feet; 4) N.52°51'11"W., 52.19 feet; 5) N.44°45'09"W., 322.68 feet; 6) N.70°08'29"W., 89.40 feet; 7) S.07°32'10"W., 59.07 feet; 8) N.75°39'53"W., 118.25 feet; 9) S.28°40'02"W., 201.86 feet; 10) N.71°55'17"E., 78.72 feet; 11) S.07°28'14"W., 98.14 feet; 12) S.64°18'48"W., 199.03 feet; 13) S.11°20'23"W., 155.44 feet; 14) N.75°19'30"W., 114.61 feet; 15) N.82°11'08"W., 186.67 feet; 16) S.75°12'55"W., 318.21 feet; 17) N.86°01'02"W., 218.94 feet; 18) N.71°10'02"W., 108.14 feet; 19) N.00°42'23"W., 165.90 feet; 20) N.37°20'40"W., 87.65 feet; 21) N.58°04'11"W., 72.19 feet; 22) N.13°54'31"W., 96.13 feet; 23) N.34°39'50"W., 136.86 feet; 24) N.06°54'43"W., 191.11 feet; 25) N.44°49'24"W., 150.09 feet; 26) N.27°16'08"W., 64.72 feet; 27) N.73°08'56"W., 41.33 feet; 28) N.30°34'34"W., 34.82 feet; 29) N.05°16'42"W., 40.53 feet; 30) N.35°21'28"W., 38.88 feet; 31) N.33°51'04"W., 45.51 feet; 32) N.65°33'39"W., 61.97 feet; 33) S.89°50'29"W., 32.11 feet; 34) N.23°31'51"W., 66.07 feet; 35) N.32°56'07"W., 47.22 feet; 36) N.58°13'35"W., 106.64 feet; 37) N.69°00'54"W., 39.14 feet; 38) S.85°23'20"W., 77.24 feet; 39) S.17°54'15"W., 35.19 feet; 40) S.61°29'18"W., 33.94 feet; 41) N.56°51'46"W., 22.29 feet to the West boundary of the East 3/4 of said Section 34; thence leaving said Northerly line of Cypress Creek, N.00°51'14"E., 182.80 feet along the West boundary of said East 3/4 of Section 34 to the Southwest corner of said WORTHINGTON GARDENS; thence N.29°23'55"E., 2037.44 feet; thence N.53°26'52"E., 1705.71 feet; thence EAST, 200.00 feet; thence SOUTH, 500.00 feet; thence EAST, 1476.81 feet to the POINT OF BEGINNING.

EXHIBIT B

**TRANSPORTATION IMPACT SUMMARY AND PROPORTIONATE SHARE CALCULATION
(ATTACHMENT TO DEVELOPMENT ORDER AS EXHIBIT G)**

**EXHIBIT B
(ATTACHMENT TO DEVELOPMENT ORDER AS EXHIBIT G)**

TRANSPORTATION IMPACT SUMMARY
AND
PROPORTIONATE SHARE CALCULATION

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE Cypress Creek Town Center DRI				
Intersection 1	Required Improvement	Cost 1	% Project Traffic 2	Proportionate Share
Phase 1 (2008)				
S.R. 54/U.S. 41	NB Right; WB Left 4	\$283,000	53.4	\$151,122
S.R. 54/Collier Parkway	EB/WB Thru	n/a	47.7	n/a
S.R. 54/S.R. 56	EB/WB Thru; SB 2Thru, R; NB 2L, 2Thru, R 4	\$830,000	100.0	\$830,000
S.R. 54/C.R. 581	EB/WB Thru; NB Thru; NB r; WB L 4	\$283,000	21.2	\$59,996
S.R. 54/C.R. 577		n/a	19.2	n/a
S.R. 56/Project Drive	EB/WB Thru	n/a	n/a	n/a
S.R. 56/I-75	EB Left	\$691,200	100.0	\$691,200
S.R. 56/C.R. 581	EB Right; NB Left	\$175,000	38.6	\$67,550
County Line Road/Cypress Creek Run	EB Left; WB Right; SB Left	\$200,000	19.6	\$39,200
C.R. 581/County Line Rd	NB/SB Thru	n/a	27.1	n/a
C.R. 581/Cross Creek	NB/SB Thru and Left	\$100,000	6.4	\$6,400
<i>Freeway Ramps</i>				
I-75/S.R. 56 NB On Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 NB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
I-75/S.R. 56 SB On Ramp	NB/SB Freeway Thru; 2-Lane Ramp	\$1,760,000	32.0	\$563,200
1-75/S.R. 56 SB Off Ramp	NB/SB Freeway Thru	n/a	n/a	n/a
PHASE 1 TOTAL		\$4,322,200		\$2,408,668
Does not include the previously identified improvements to the intersection of County Line Road/Livingston Road				

ROADWAY IMPROVEMENT PROPORTIONATE SHARE

Cypress Creek Town Center DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume ³ Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
.R. 54	US 41 to Collier Parkway - EB	4 LD	1.536	6 LD	2,201,931 ⁵	221	930	0.2376	3,382,166	803,603
.R. 54	US 41 to Collier Parkway - WB	4 LD	1.536	6 LD	2,201,931 ⁵	253	930	0.2720	3,382,166	919,949
.R. 54	Collier Parkway to Livingston - EB	4 LD	0.618	6 LD	2,201,931 ⁵	411	930	0.4419	1,360,793	601,335
.R. 54	Collier Parkway to Livingston -WB	4 LD	0.618	6 LD	2,201,931 ⁵	470	930	0.5054	1,360,793	687,745
.R. 54	Livingston to Cypress Creek Run -EB	4 LD	1.222	6 LD	2,201,931 ⁵	559	930	0.6011	2,690,760	1,617,416
.R. 54	Livingston to Cypress Creek Run -WB	4 LD	1.222	6 LD	2,201,931 ⁵	488	930	0.5247	2,690,760	1,411,842
.R. 54	Cypress Creek Road to S.R. 56 - EB	4 LD	0.485	6 LD	2,201,931 ⁵	559	930	0.6011	1,067,937	641,937
.R. 54	Cypress Creek Road to S.R. 56 - WB	4 LD	0.485	6 LD	2,201,931 ⁵	716	930	0.7699	1,067,937	822,204
.R. 54	S.R. 56 to Site - EB	2 L	0.640	6 LD	3,333,096	199	1,930	0.1031	2,133,181	219,931
.R. 54	S.R. 56 to Site - WB	2 L	0.640	6 LD	3,333,096	174	1,930	0.0902	2,133,181	192,413
.R. 54	Site to Old Pasco - EB	2 L	2.410	4 LD	2,194,062	295	1,000	0.2950	5,287,689	1,559,868
.R. 54	Site to Old Pasco - WB	2 L	2.410	4 LD	2,194,062	258	1,000	0.2580	5,287,689	1,364,224
.R. 54	1-75 to C.R. 581 - EB	4 LD	0.309	6 LD	2,083,716	291	870	0.3345	643,868	215,374
.R. 54	1-75 to C.R. 581 - WB	4 LD	0.309	6 LD	2,083,716	254	870	0.2920	643,868	188,010
.R. 56	S.R. 54 to Site - EB	4 LD	0.250	6 LD	1,873,128	370	930	0.3978	468,282	186,283
.R. 56	S.R. 54 to Site - WB	4 LD	0.250	6 LD	1,873,128	323	930	0.3473	468,282	162,634
.R. 56	Site to 1-75 - EB	4 LD	0.636	6 LD	1,873,128	1,044	930	1.0000	1,191,309	1,191,309
.R. 56	Site to 1-75 - WB	4 LD	0.636	6 LD	1,873,128	912	930	0.9806	1,191,309	1,168,198
C.R. 581	County Line Rd to Cross Creek Blvd. - NB	4 LD	1.894	6 LD	1,873,128 ⁵	186	870	0.2138	3,547,704	758,499
C.R. 581	County Line Rd to Cross Creek Blvd. - SB	4 LD	1.894	6 LD	1,873,128 ⁵	213	870	0.2448	3,547,704	868,478
.-75	City Limits to 1-275 - NB	4 LX	1.520	6 LX	2,197,828	304	1,570	0.1936	3,340,699	646,759
.-75	City Limits to 1-275 - SB	4 LX	1.520	6 LX	2,197,828	349	1,570	0.2223	3,340,699	742,637
.-75	1-275 to S.R. 56 - NB	4 LX	1.700	6 LX	2,378,203	373	1,570	0.2376	4,042,945	960,604
.-75	1-275 to S.R. 56 - SB	4 LX	1.700	6 LX	2,378,203	427	1,570	0.2720	4,042,945	1,099,681
.-75	S.R. 56 to S.R. 54 - NB	4 LX	3.410	6 LX	1,446,701	264	1,570	0.1682	4,933,250	829,773
.-75	S.R. 56 to S.R. 54 - SB	4 LX	3.410	6 LX	1,446,701	230	1,570	0.1465	4,933,250	722,721
TOTAL PHASE 1										
										20,583,426

¹ See Per Mile Roadway Improvement Costs Worksheet Appended
² Future Service Volume Less Existing Service Volume
³ No Right-of-Way Required
⁴ Project Traffic Divided By Service Volume Increase

EXHIBIT C

POND 30 AND FLOODPLAIN MITIGATION AREA LEGAL DESCRIPTION

EXHIBIT C

Pond 30

A parcel of land being a portion of the Northeast 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a part of lands platted as Worthington Gardens, in flat Book 2, Page 57 of the Public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a 1/2" capped iron rod L.B. #2168 ; thence along the south line of the Northeast 1/4 of said Section 27, N.89°54'41"E., 445.43 feet; thence leaving said south line, N.50°32'39"E., 54.15 feet to a tangent curve concave southeast, having a radius of 2406.48 feet; thence northeasterly along said curve 947.25 feet, through a central angle of 22°33'12" (Chord Bearing N.61°49'15"E., 941.15 feet); thence S.16°11'10"E., 208.44 feet to the POINT OF BEGINNING; thence S.73°31'40"W., 115.30 feet; thence S.17°19'0"W., 97.62 feet to a Surveyed Wetland Jurisdictional Line; thence southerly along said Jurisdictional Line the following four (4) courses: 1) S.47°39'59"E., 84.88 feet; 2) S.32°06'10"E., 192.42 feet; 3) S.40°59'38"E., 193.14 feet; 4) S.40°59'41"E., 112.30 feet; thence N.62°29'55"E., 127.41 feet; thence N.16°11'43"W., 592.56 feet; thence S.73°31'40"W., 180.91 feet to the said POINT OF BEGINNING.

AND

Flood Plain Mitigation Legal

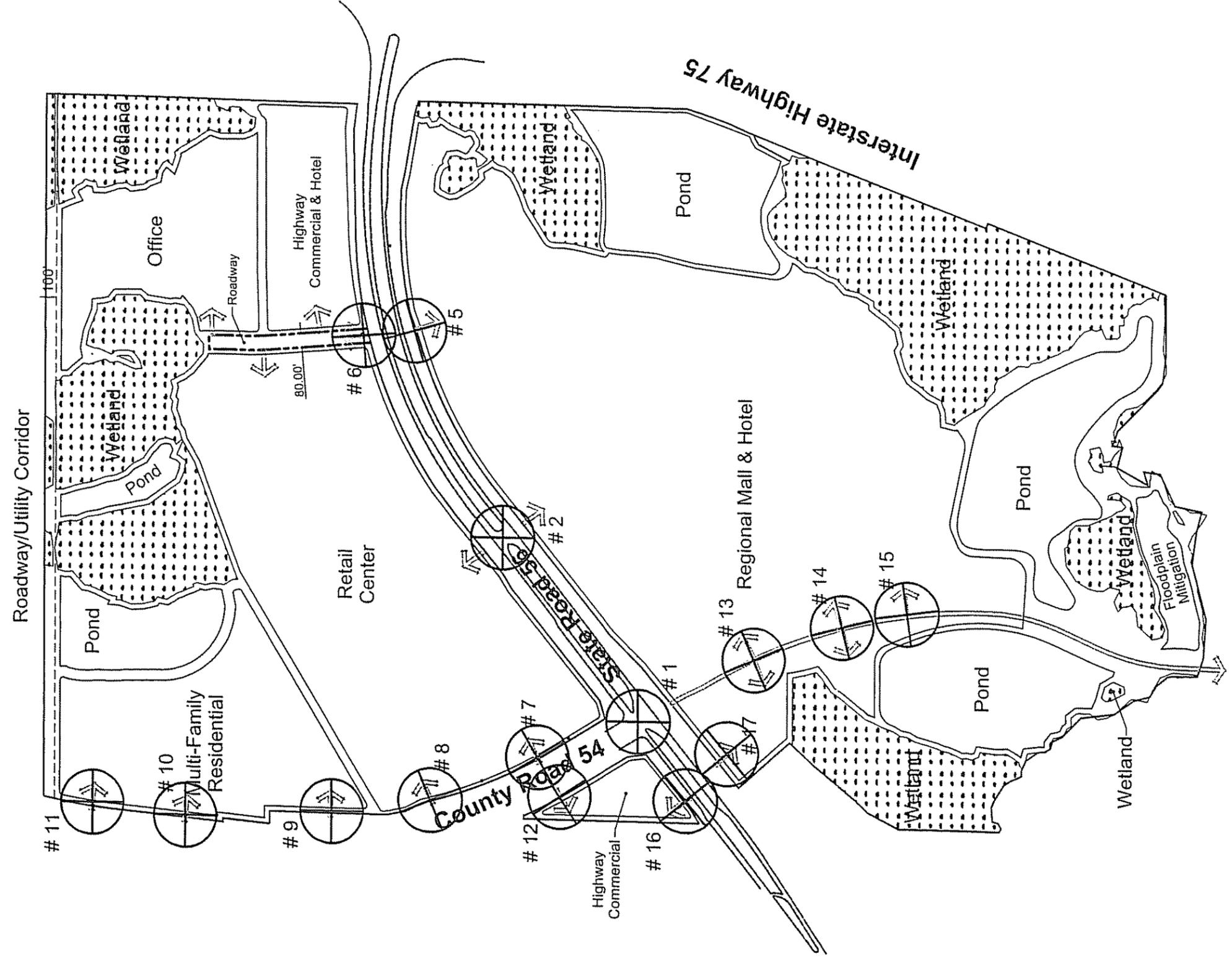
A parcel of land being a portion of the Southwest 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a part of lands platted as Worthington Gardens, in Plat Book 2, Page 57 of the public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 27, Township 26 South, Range 19 East, Pasco County, Florida, being a 1/2" capped iron rod L.B. #2168; thence along the south line of the Southwest 1/4 of said Section 27, N.89°47'17"W., 1340.09 feet to the Southwest corner of the East 1/2 of said Southwest 1/4 of Section 27; thence along the west line of said East 1/2 of the Southwest 1/4, N.00°41'22"E., 384.38 feet to the POINT OF BEGINNING; thence continue N.00°41'22"E., 796.10 feet; thence leaving said west line, N.50°32'39"E., 235.09 feet; thence S.41°22'00"E., 430.07 feet to a Surveyed Wetland Jurisdictional Line; thence Southwesterly along said Surveyed Wetland Jurisdictional Line the following five (5) courses: 1) S.41°59'25"W., 190.95 feet; 2) S38°55'08"W., 198.80 feet; 3) S.38°28'47"W., 105.45 feet; 4) S43°17'44"W., 98.99 feet; 5) S.27°28'38"W., 193.27 feet to the POINT OF BEGINNING.

EXHIBIT D

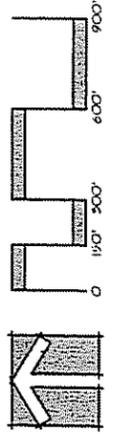
CYPRESS CREEK TOWN CENTER PROJECT AND INTERSECTION IMPROVEMENTS

250 d

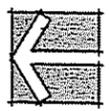


Legend

- Wetlands
- Intersection



100'



OCTOBER 2004

**MAP 1
ON-SITE
INTERSECTION
LOCATIONS**

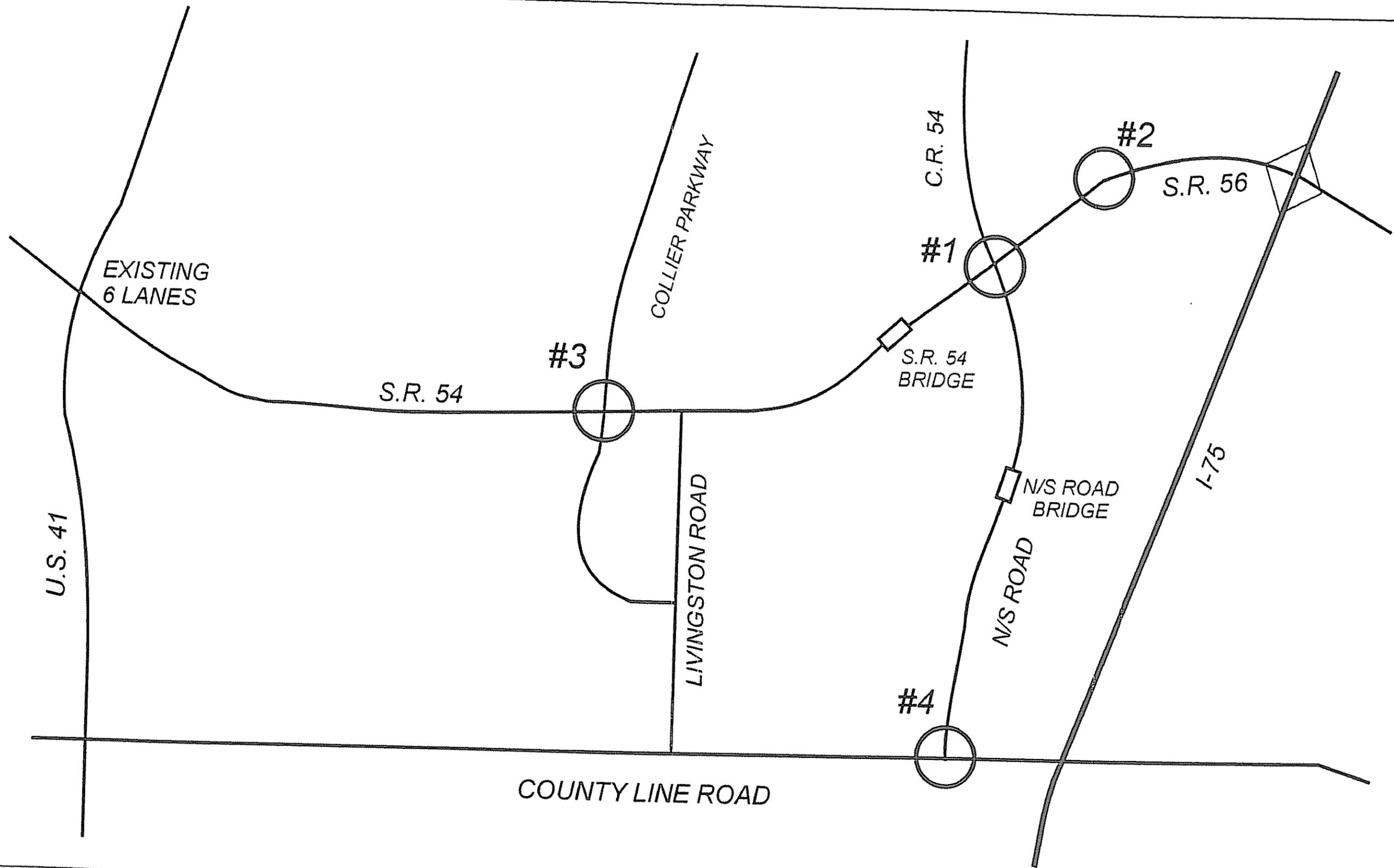
**CYPRESS CREEK
TOWN CENTER**
Pasco County, Florida

WilsonMiller, Inc.
Project Coordination, Planning
and Transportation

Burcaw & Associates, Inc.
Stormwater

**Biological Research
Associates, Ltd.**
Environmental

**Brickleymyer, Smolker
& Bolives, P.A.**
Legal Counsel

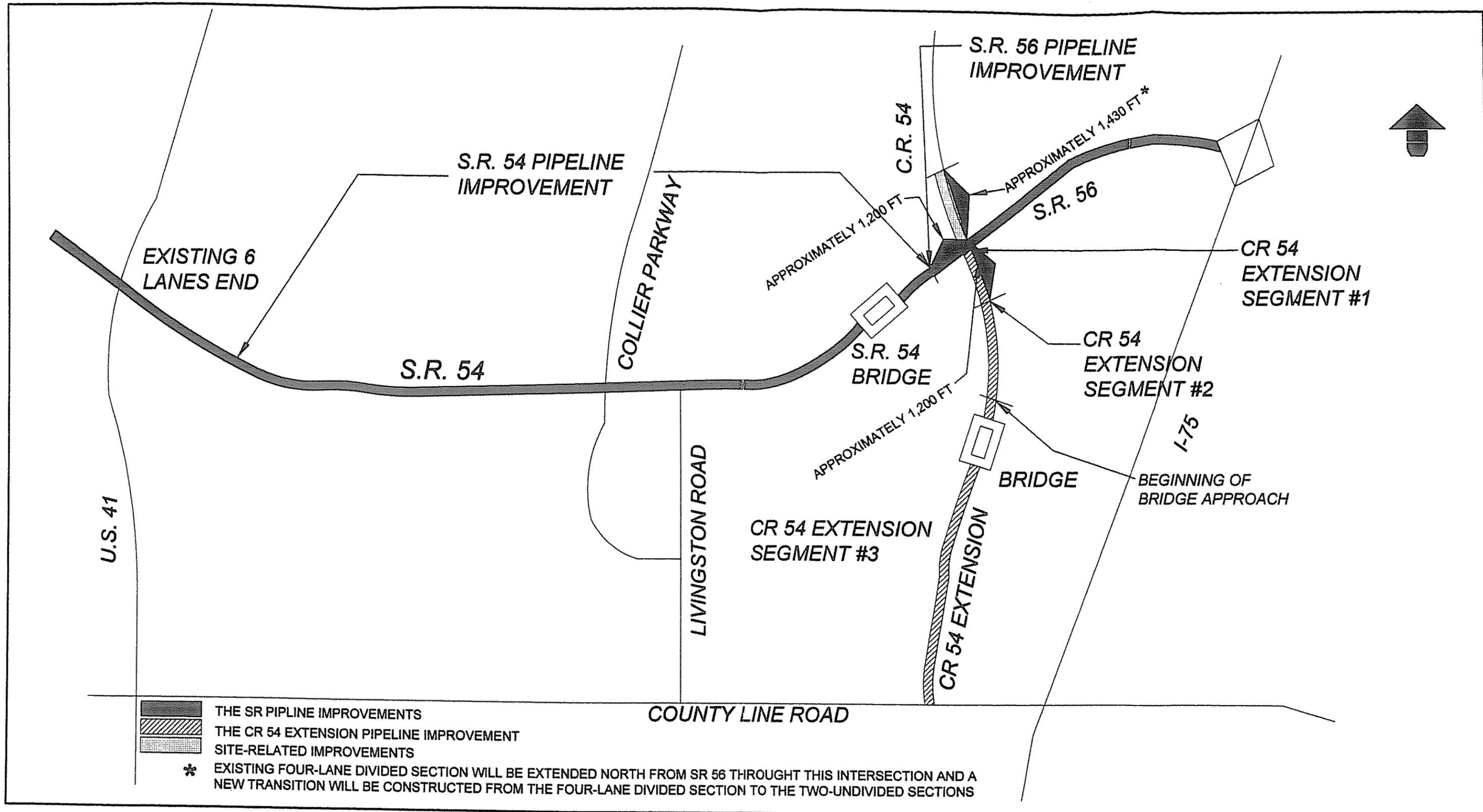


WilsonMiller

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
 WilsonMiller, Inc.
 Naples • Fort Myers • Sarasota • Bradenton • Tampa
 1101 Channelside Drive Suite 400N • Tampa, Florida 33602 • Phone 813.223.9500 • Fax 813.223.0009 • Web-Site www.wilsonmiller.com

WilsonMiller, Inc. - FL Lic # LC C000170
 WilsonMiller, Inc. - Certificate of Authorization 643

CLIENT:	DATE:	TITLE: MAP 2 ON / OFF-SITE INTERSECTION LOCATIONS	INDEX NUMBER:	
	HORIZONTAL SCALE:			
PROJECT:	VERTICAL SCALE:		GROSS REFERENCE FILE NO.:	SHEET NUMBER:
	SEC: TWP: RGE:		PROJECT NUMBER:	OF

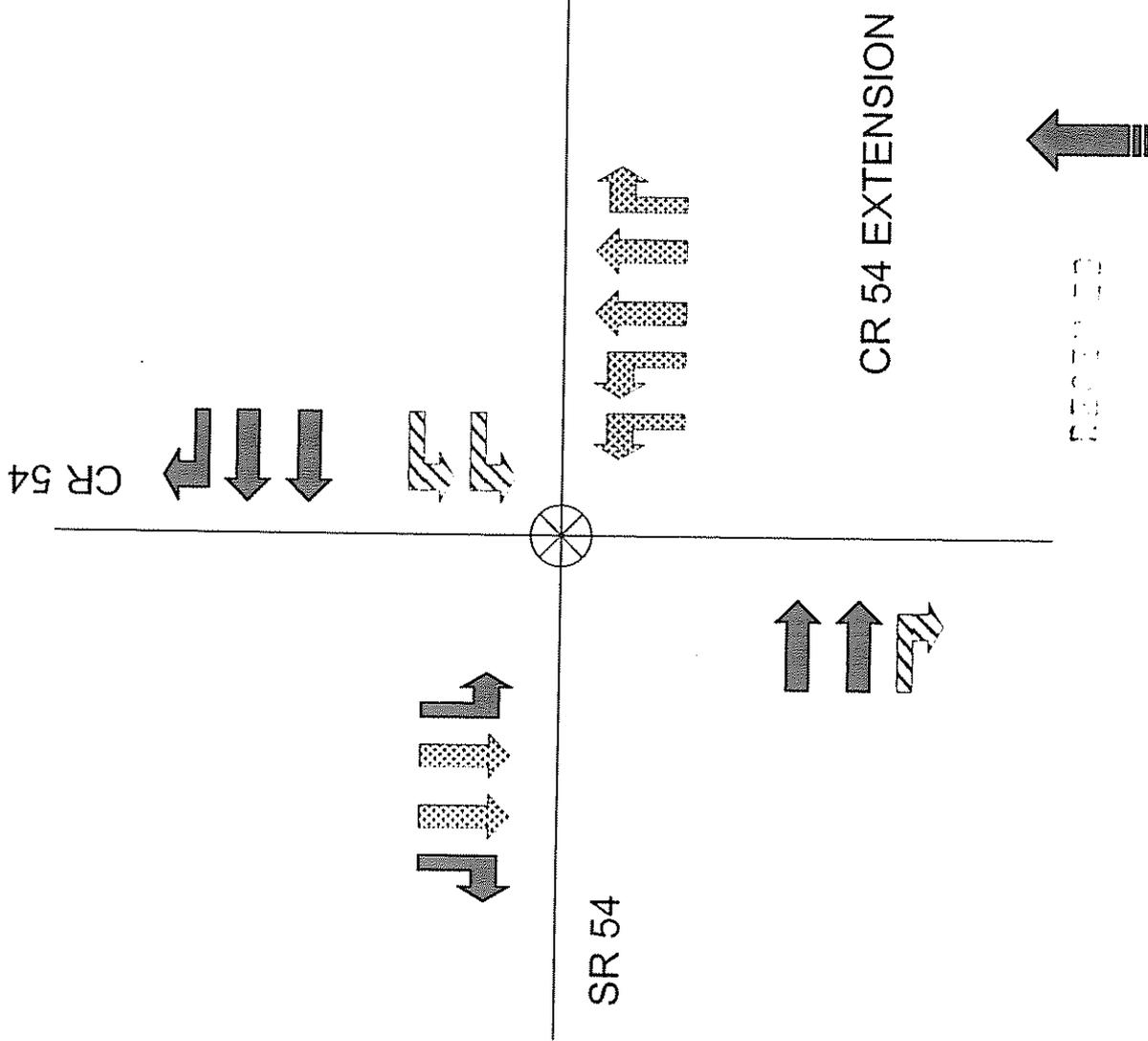


- THE SR PIPELINE IMPROVEMENTS
- THE CR 54 EXTENSION PIPELINE IMPROVEMENT
- SITE-RELATED IMPROVEMENTS

* EXISTING FOUR-LANE DIVIDED SECTION WILL BE EXTENDED NORTH FROM SR 56 THROUGH THIS INTERSECTION AND A NEW TRANSITION WILL BE CONSTRUCTED FROM THE FOUR-LANE DIVIDED SECTION TO THE TWO-UNDIVIDED SECTIONS

<p style="font-size: small; margin: 0;">Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants</p> <p style="font-size: small; margin: 0;">WilsonMiller, Inc.</p> <p style="font-size: x-small; margin: 0;">Naples • Fort Myers • Sarasota • Bradenton • Tampa 1101 Channelside Drive Suite 400N • Tampa, Florida 33602 • Phone 813.223.9500 • Fax 813.223.0009 • Web-Site www.wilsonmiller.com</p>	CLIENT:	DATE:	TITLE: MAP 3 ROADWAY LINK IMPROVEMENTS		INDEX NUMBER:
	PROJECT:	HORIZONTAL SCALE:	VERTICAL SCALE:		SHEET NUMBER:
	SEC: TWP RGE:	CROSS REFERENCE FILE NO.:		PROJECT NUMBER:	OF

INTERSECTION #1 (SEE MAP I)



- ← EXISTING LANE GEOMETRY
- ⊗ EXISTING TRAFFIC SIGNAL
- ▨ PIPELINE IMPROVEMENTS
- ⋯ PIPELINE IMPROVEMENTS ONLY UPON COMPLETION OF CR 54 EXTENSION; SITE SPECIFIC IF CR 54 EXTENSION NOT COMPLETED
- - - PART OF CR 54 EXTENSION; NO IMPACT FEE CREDITS

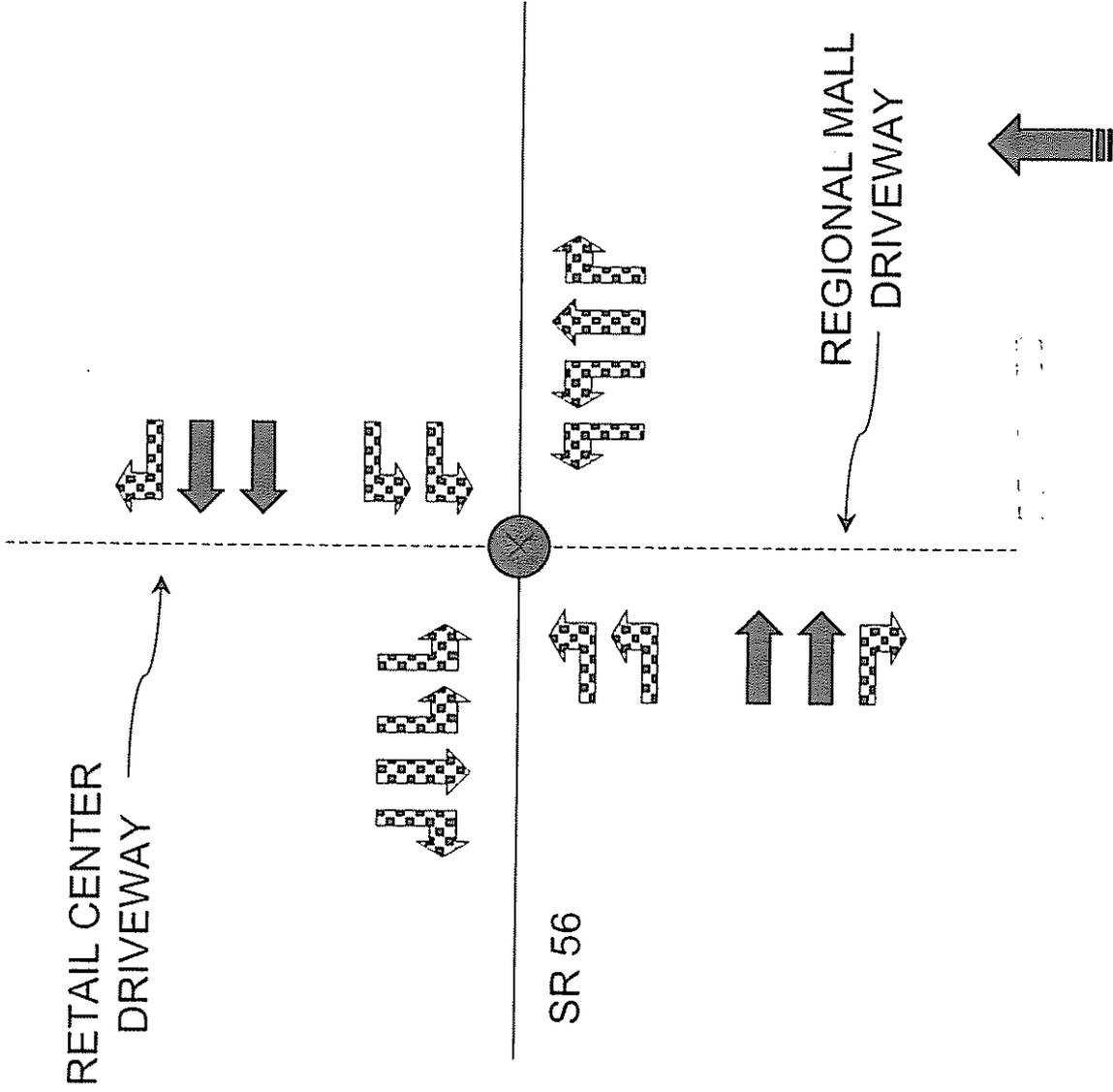
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REVISION 10

INTERSECTION #2

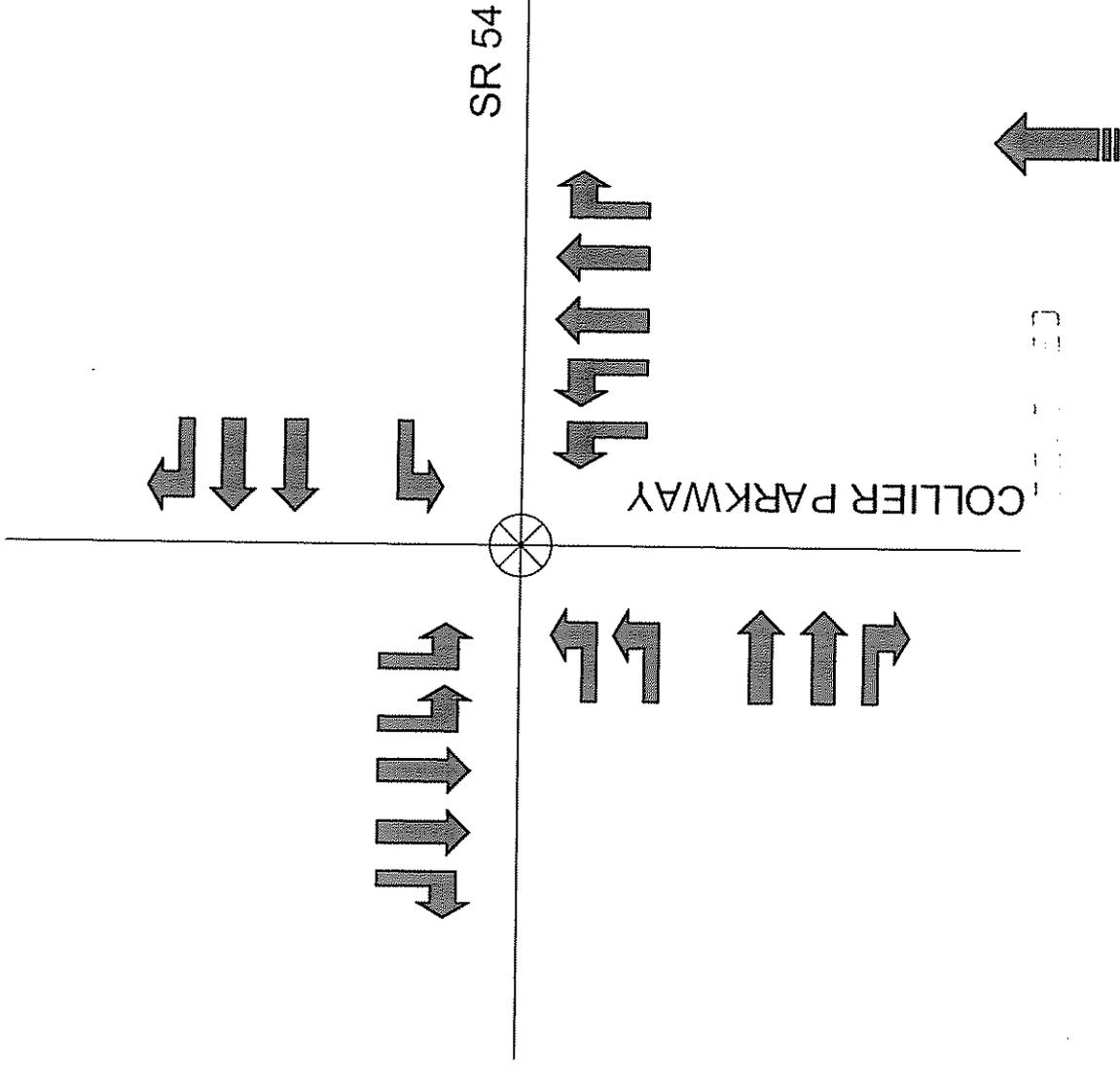
(SEE MAP 1)



-  EXISTING LANE GEOMETRY
-  FUTURE SITE RELATED TRAFFIC SIGNAL
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

INTERSECTION #3

(SEE MAP 2)



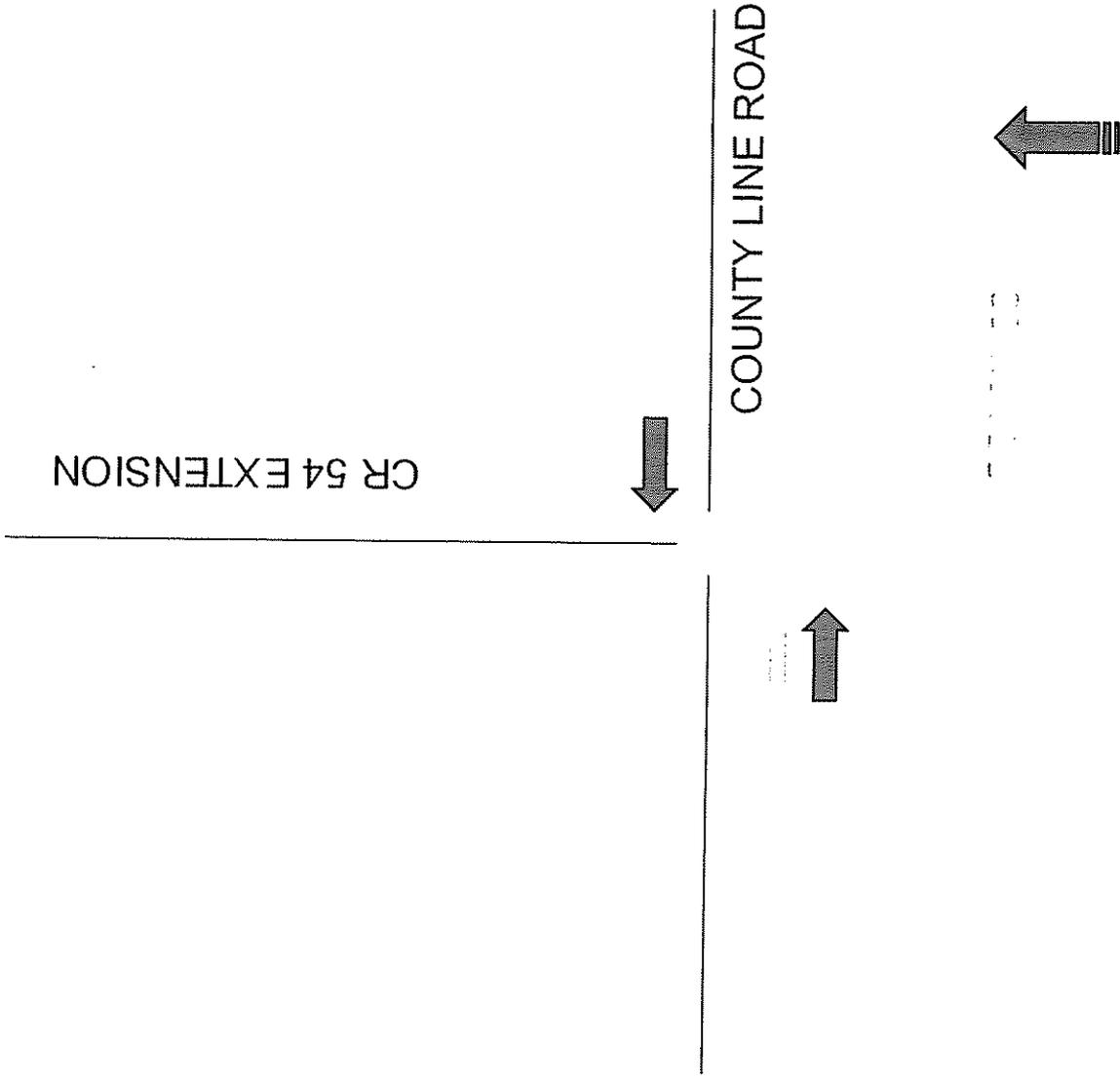
- EXISTING LANE GEOMETRY
- EXISTING TRAFFIC SIGNAL
- PIPELINE IMPROVEMENTS

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INTERSECTION #4

(SEE MAP 2)

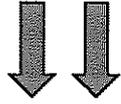


WilsonMiller

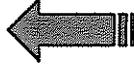
1101 Channelside Drive Suite 400N Tampa, FL
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INTERSECTION #5

(SEE MAP 1)



SR 56



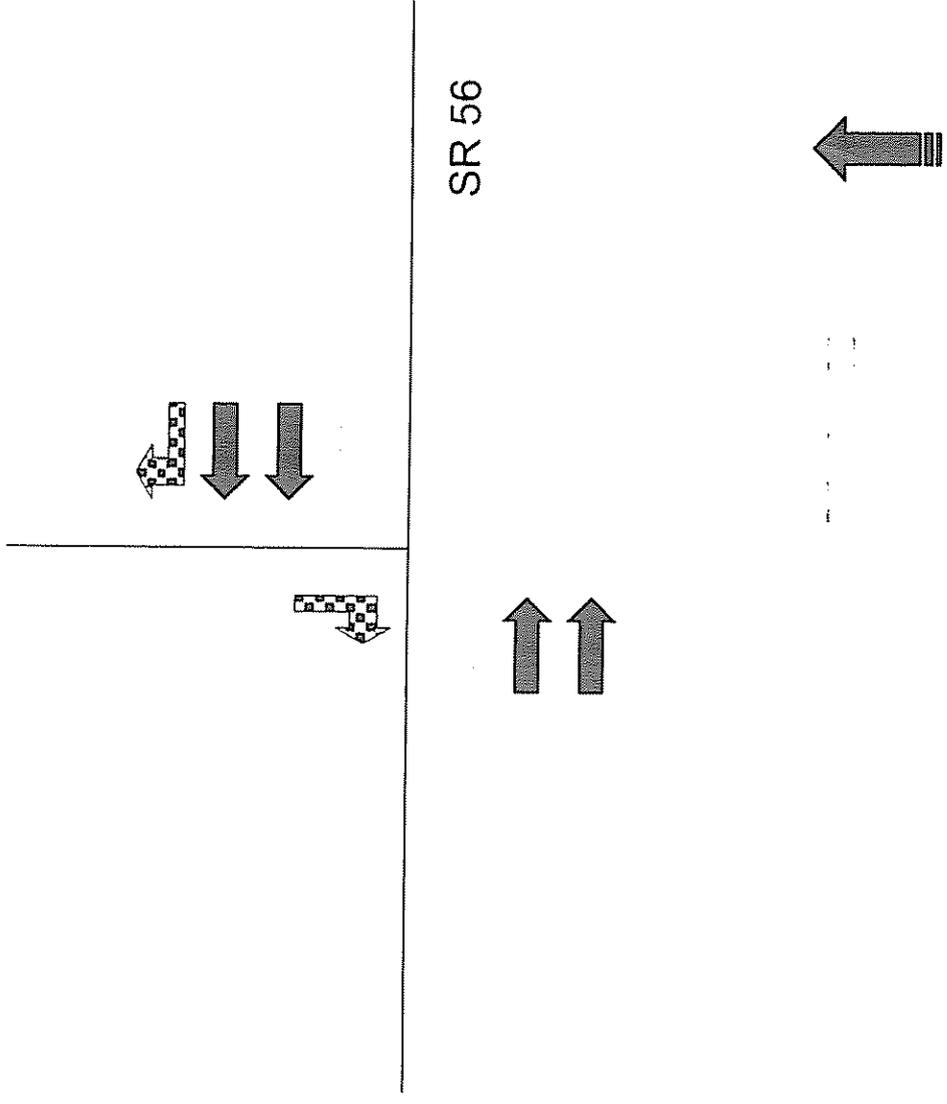
-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

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33602 813.223.9500

INTERSECTION #6

(SEE MAP 1)



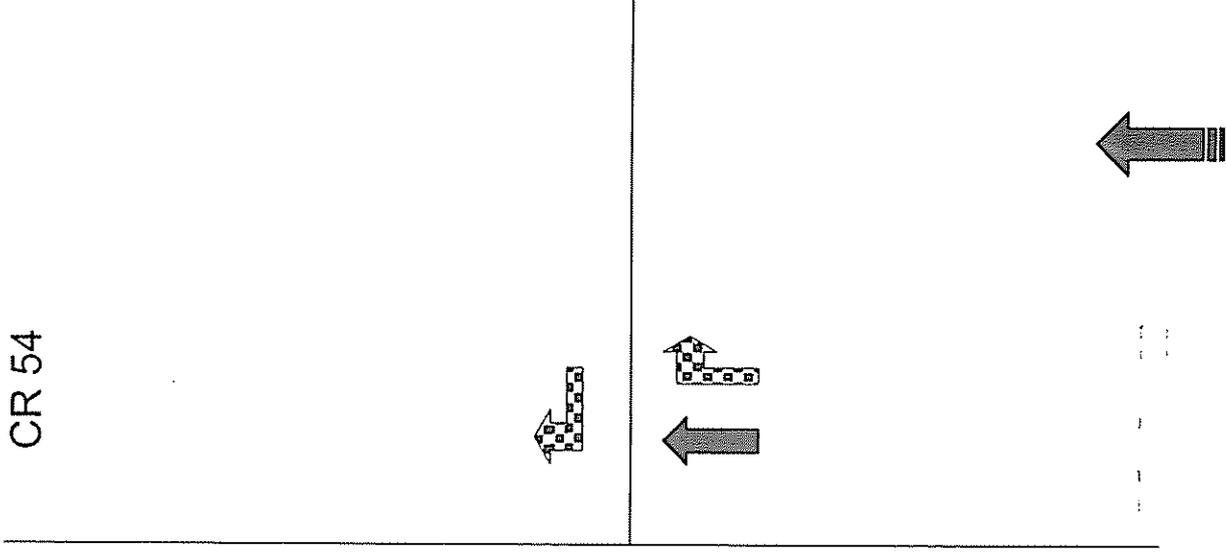
- EXISTING LANE GEOMETRY
- PIPELINE IMPROVEMENTS
- SITE RELATED IMPROVEMENTS

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INTERSECTION #7

(SEE MAP 1)

CR 54



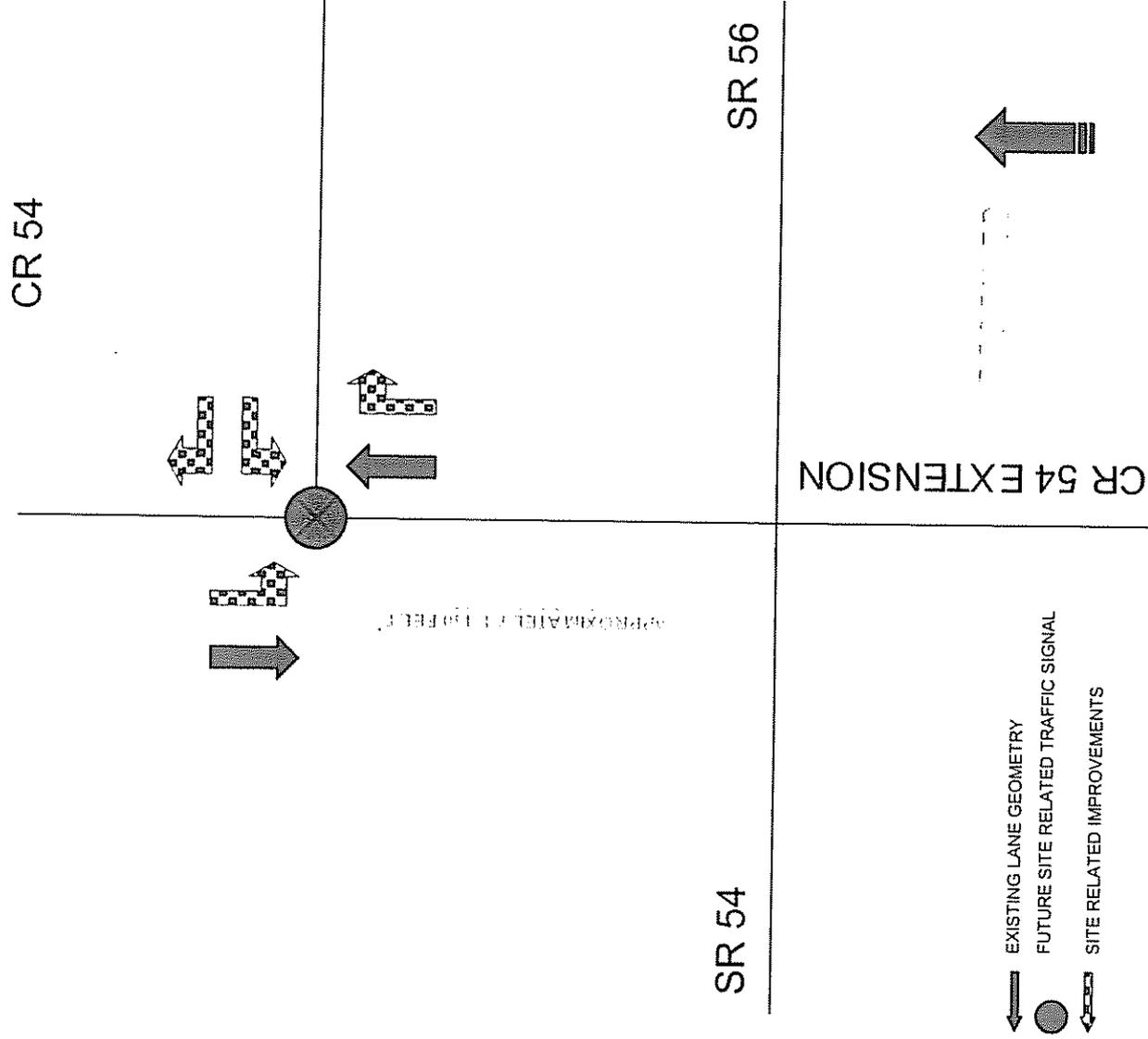
← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

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INTERSECTION #8

(SEE MAP 1)



* Existing four-lane divided section will be extended north from SR 56 through this intersection and a new transition will be constructed from the four-lane divided section to the two-lane undivided section.

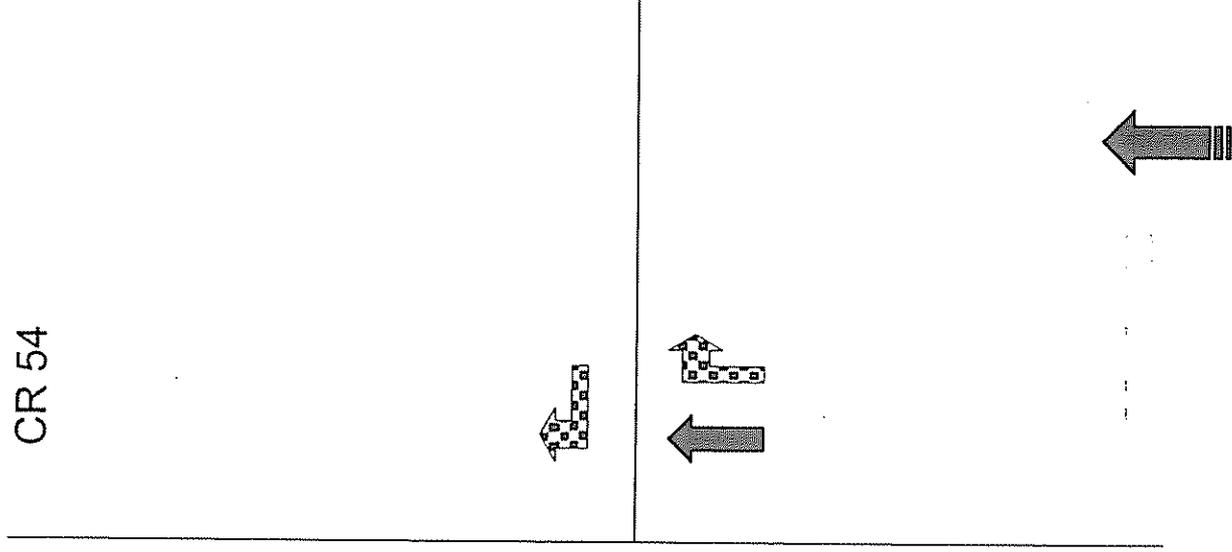
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INTERSECTION #9

(SEE MAP 1)

CR 54



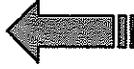
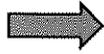
← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

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INTERSECTION #10 (SEE MAP I)

CR 54



-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

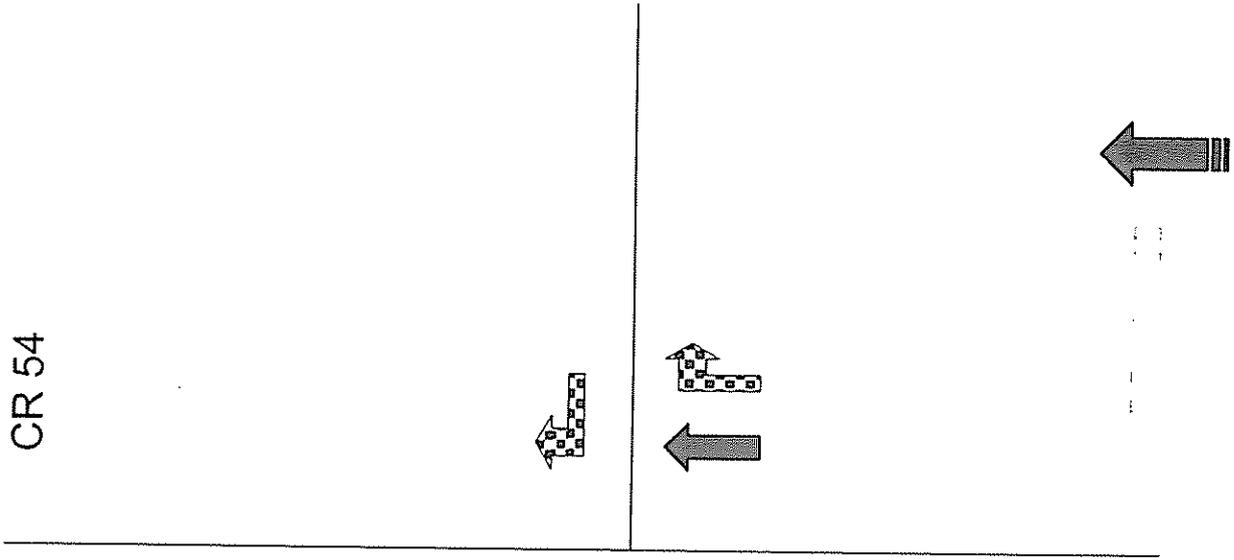
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INTERSECTION #11

(SEE MAP 1)

CR 54



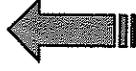
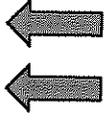
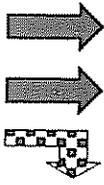
← EXISTING LANE GEOMETRY
← SITE RELATED IMPROVEMENTS

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INTERSECTION #12

(SEE MAP 1)

CR 54



-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

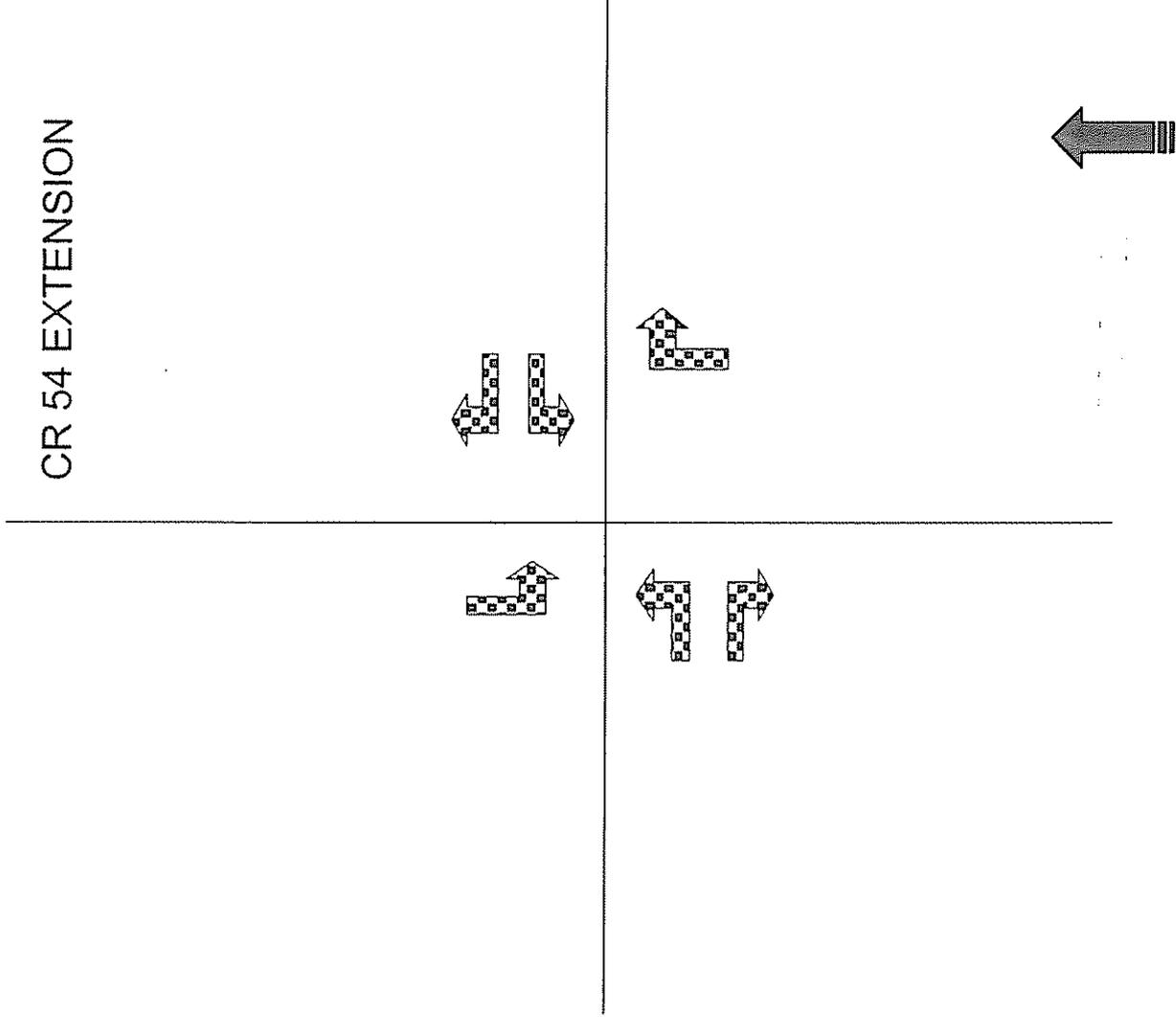
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INTERSECTION #13

(SEE MAP 1)

CR 54 EXTENSION



--- PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
--- SITE RELATED IMPROVEMENTS

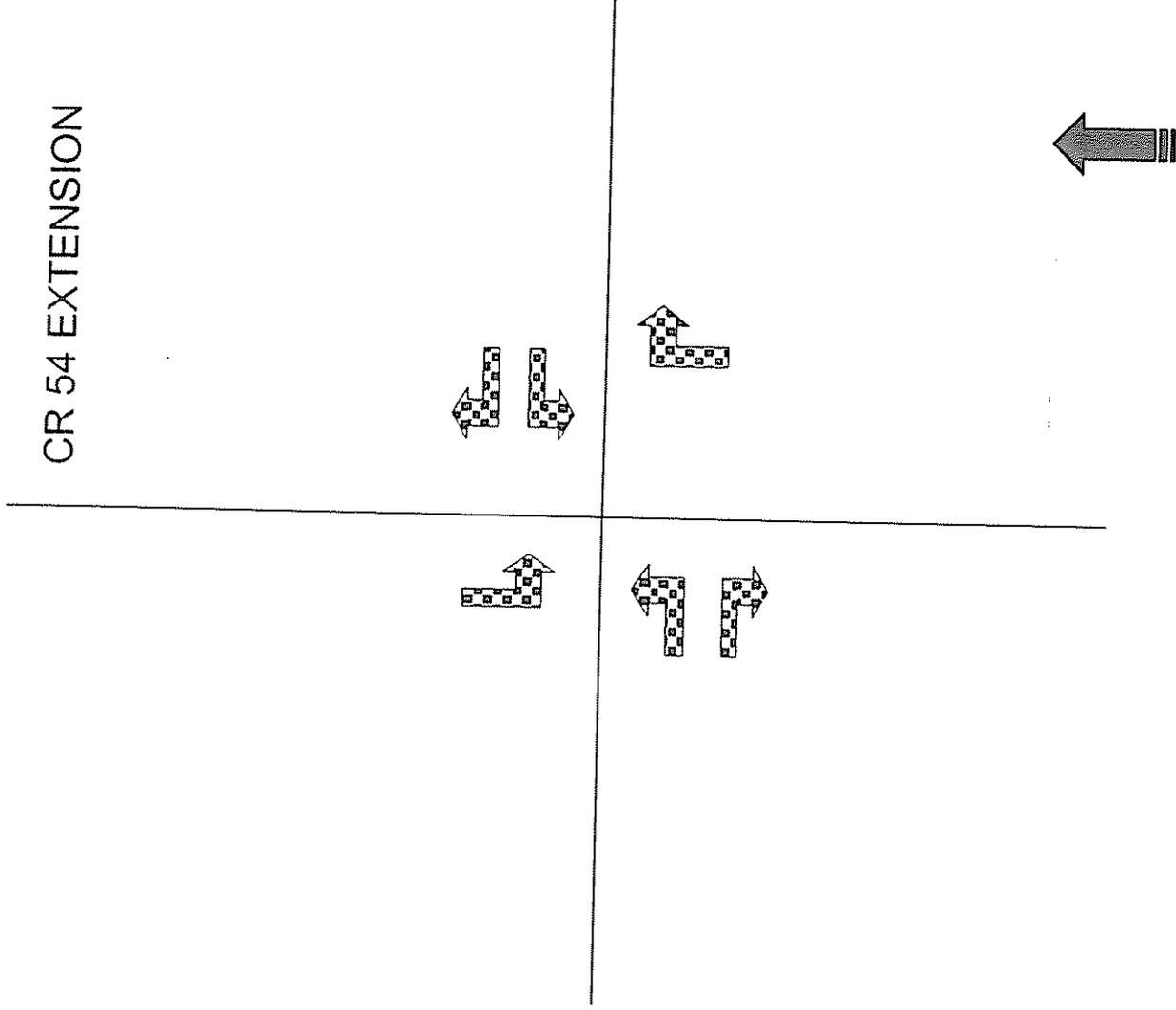
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INTERSECTION #14

(SEE MAP 1)

CR 54 EXTENSION

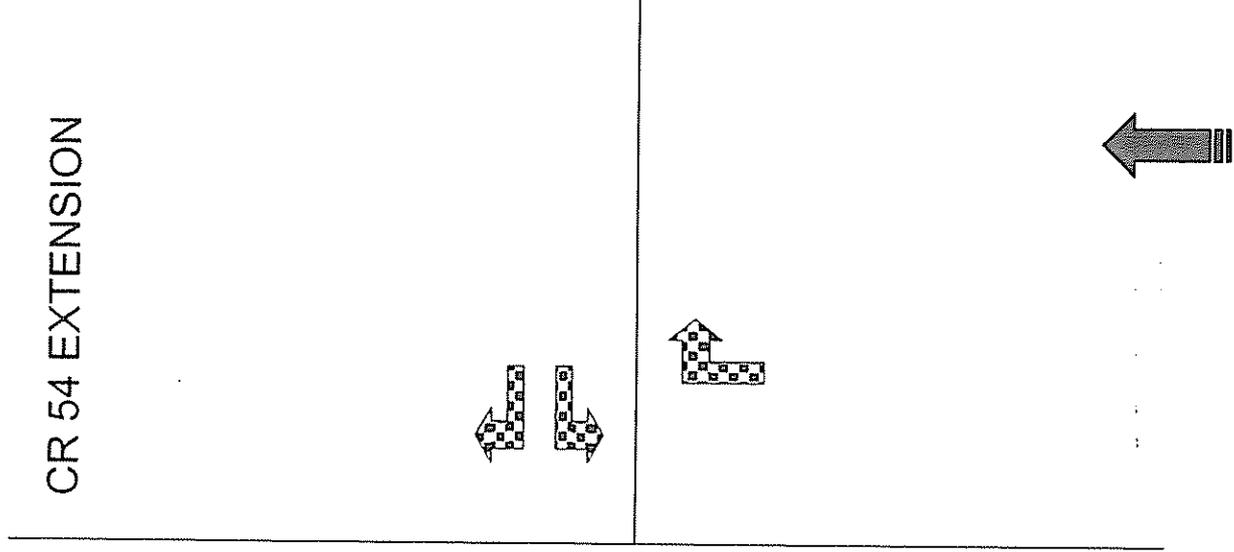


PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
SITE RELATED IMPROVEMENTS

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INTERSECTION #15 (SEE MAP I)

CR 54 EXTENSION



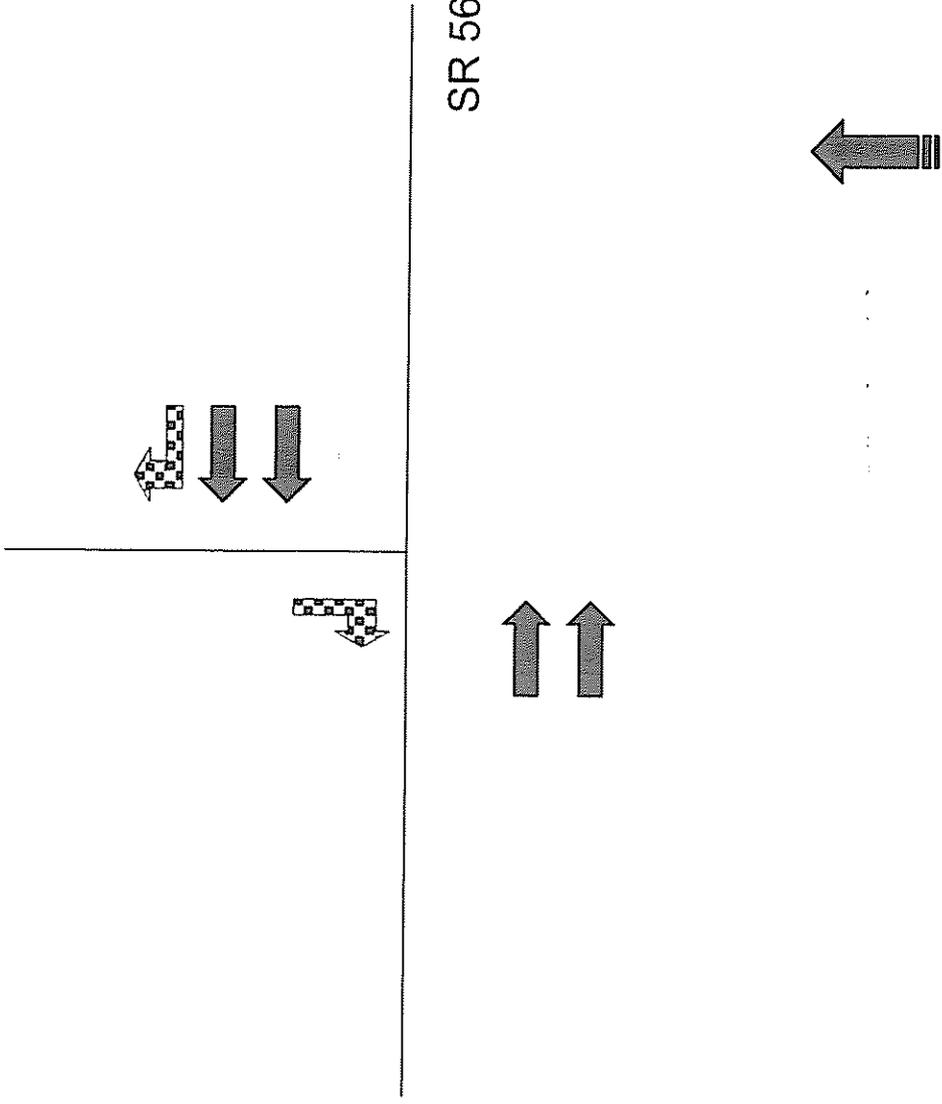
PIPELINE IMPROVEMENTS (NO IMPACT FEE CREDIT)
SITE RELATED IMPROVEMENTS

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INTERSECTION #16

(SEE MAP 1)



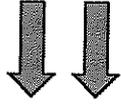
- LANE GEOMETRY 
- PIPELINE IMPROVEMENTS 
- SITE RELATED IMPROVEMENTS 

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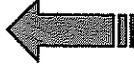
1101 Channelside Drive Suite 400N Tampa, FL
33602 813.223.9500

INTERSECTION #17

(SEE MAP 1)



SR 56



-  EXISTING LANE GEOMETRY
-  PIPELINE IMPROVEMENTS
-  SITE RELATED IMPROVEMENTS

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SIERRA
PROPERTIES, L.L.C.

John Robert Sierra, Jr.
509 Guisando De Avila - Suite 200
Tampa, Florida 33613-5233
(813) 963-5856 #7713
(813) 969-0128 fax
hisierra@mindspring.com

8/ 6 /04

Mr. John Gallagher
Pasco County Administrator
7530 Little Road, Suite 340
New Port Richey, Florida 34654

Re: Cypress Creek Town Center

Dear Mr. Gallagher,

Thank you for scheduling the meeting to meet with us on August 17th to discuss the outstanding issues on Cypress Creek Town Center. Your staff has worked with us to resolve most of the outstanding issues in our draft D.O. This letter is written in order to provide you with a "heads up" on the remaining outstanding issues that require your attention, they are:

*Currently Phase I has a 2008 expiration date. We have been in the DRI process for almost three years. Optimistically, we will not be through the engineering and permitting process and be in a position to pull building permits until late 2007 or early 2008. We request an extension of Phase I for 5 years, without a new traffic study. (This is provided for by Florida Statutes and is a common practice in other Florida Counties. We don't believe that Pasco County loses anything by granting the extension, because the transportation impact fee rate is increasing, while giving the Developer needed flexibility).

*We need a finite CAP on the \$22,992,094 Proportionate share expenditure for Phase I. Again this is permitted by Florida Statute, and is most commonly done by other Florida Counties. We will work diligently to get the offsite roads engineered, approved and constructed, but we don't feel we should be penalized because construction can't begin until the permits are granted. (We would still be subject to impact fee increases and our ultimate impact fees will more than likely exceed the amount of credits we anticipate getting.)

*We have requested Pasco County loan us condemnation authority for the King Property acquisition. In concept this has been agreed to; but I don't know the results of any meetings you've had with Hank King.

*Need ability for early access to King property for engineering design. This might be easily accomplished by working through the County Surveyor?

*We request the option to drop the CR 54 Extension and pay the \$6.0mm to Pasco County, which the County could use for any area road improvements. While we feel comfortable in our estimates on the CR 54 Extension costs, it's possible that the creek crossing and/or King condemnation could escalate the costs out of control. There needs to be an exit strategy for the County and the Developer, if the estimated costs of the CR 54 Extension get out of control. Jacobs feels strongly that the road is important to their project. I believe that Jacobs wouldn't exercise this option unless the road costs really get out of hand. The ability to delete the road may also help in keeping the King condemnation costs under control. Pasco County doesn't lose if it receives the money because if the County really wants the road, you'd just require that whomever develops the King property, to build it (and they'll want to!).

*We request the ability to construct the CR 54 Extension (if built) in phases. The first section (1000'), would be required to be constructed by the mall opening. The second section before a c/o on more than 1,000,000 SF on the parcel south of SR56. In this way, even if permitting is delayed because of the creek crossing, we'd still be able to build 1000 feet of the CR 54 extension and get the project off the ground.

*We request that no letter of credit be required on the CR 54 Extension costs since we are not receiving impact fee credits for this expense. The construction of the CR 54 Extension (or the payment of \$6.0mm to Pasco County) would be a D.O. condition.

*We request that the letter of credit for the offsite road improvements be posted after the plans, permits and costs estimates are obtained. Developer will agree to time constraints so that Pasco County can be assured that design and approvals of the roads will progress on a reasonable schedule.

*We are willing to include building the balance of SR 54 to Highway 41 for Pasco County, subject to Pasco County paying the contractor for those amounts over our Proportionate Share.

*Road costs (and impact fee credits) are to include construction administration, inspections and quality control, but no charges for staff time of Sierra or Jacobs.

*Would like to clarify what other transportation improvements will be considered a site access cost and not eligible for Impact Fee Credits or towards Proportionate Share. We don't believe the SR56/54 intersection improvements should be site access costs, but we do believe it reasonable that the new intersection 1300 feet east of 54/56 would be a site access cost. There are other improvements that we believe will be site access related, and we will bring a map to the meeting to review these with you.

*In the trade off mechanism there was an abnormality in the ITE sixth edition for trips relating to movie theaters. The rate initially used in our trade off mechanism meant that Jacobs would lose something like 300,000 SF of commercial to be able to build a movie theater. (We think it should be more like 100,000 SF). ITE fixed the problem in their next edition and we request that you bless the revised exchange rate Equivalency Matrix with

respect to Movie exchange rate. Staff has stated that we would not be able to trade residential units or office for commercial. We will agree to this condition.

We feel that these issues can be ironed out and get the project approved and into the permitting stage. We are hoping to stay on schedule and pull building permits in late 2007 or 2008 and open in 2009-2010. We look forward to meeting with you.

Sincerely,

Hi Sierra

DEVELOPERS OF AVILA AND OTHER FINE COMMUNITIES

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS, DEVELOPMENT REVIEW COMMITTEE OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, CONDITIONAL USES, SPECIAL EXCEPTIONS, DEVELOPMENTS OF REGIONAL IMPACT, PRELIMINARY OR CONSTRUCTION PLAN APPROVALS, AND APPEALS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: B. Pin Parkh

Date of Meeting/Discussion: 8/23/2004 Location of Meeting/Discussion: West Pecos

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
BIPP CRAINE	815-223-3888	B. J. Klementz & Associates	
TEEN BEAUMONT	440-808-7500	WARRIOR GROUP	
HI, SIERRA	813 963-5856	SIERRA PROPERTIES	
A. I. A. T. E. F. I.	727-847-8140	PATCO	
BIPIN B. PARIKH	" "	DEV. SERV. PHASE CO.	
Eltan Swartz	913 972 4946	Wilson Miller	
Samuel P. Steffy II	(214) 847-8140	Tabor Church	
David Goldstein	(727) 847-8120	Pecos County Attorney Office	

Application/Matter Being Discussed (include name and public hearing date, if known):
Cypress Creek Town Center

County Staff Contact Person For Application: Deversay Garner

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation		Noise/odor
<input type="checkbox"/>	Environmental/wetlands		Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses		Legal
<input type="checkbox"/>	Density/intensity		Schools
<input type="checkbox"/>	Economic		Parks
<input type="checkbox"/>	Utilities		Libraries
<input type="checkbox"/>	Drainage/stormwater		Fire/EMS/police/public safety
<input type="checkbox"/>	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
<input checked="" type="checkbox"/>	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
<input type="checkbox"/>	Presented in the same form at the public hearing.
<input type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

<input type="checkbox"/>	Site Visit or Site Investigation.
<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

***Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above prior to the public hearing or provide the disclosure form (and any attachments) at the commencement of the public hearing for the annulation identified above.**

EXHIBIT I

CYPRESS CREEK OFW BOUNDARY MAP

CORRESPONDENCE

- 1. Letters Supporting Development**
- 2. Letters Opposing Development**
- 3. Ex Parte Sign-In Disclosure Forms**

Letters Supporting Development

Deversray Gamer

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:01 PM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Development Review Committee

-----Original Message-----

From: GERALD ASHTON [mailto:jerrya@verizon.net]
Sent: Thursday, November 04, 2004 9:49 AM
To: Bipin Parikh
Subject: Development Review Committee

Pasco County Development Review Committee:

I understand there is a public hearing with the Pasco County Development Review Committee at 1:30 November 4, 2004, to consider the development of 511 acres on SR 56 (Cypress Creek Town Center). As a resident of the area, I am for the development of the site. I have been a resident of this area for over 20 years and I see no reason for my money/taxes to go to any other county than Pasco. I presently have to travel to Hillsborough County to find suitable shopping. The growth of the area is inevitable as was the development of Carpenter's Run and the numerous other communities since. Many of the opposition group was not even here when this area was "country", and they are now opposed to a "tax cash cow" whose time has come. I didn't want the new growth that has already occurred, but it has happened. I welcome the further inevitable growth since it will bring tax dollars, jobs and income to the residents of Pasco, and this location is ideal for easy access and development. Thank you for your consideration.

Gerald Ashton
25101 Bald Cypress Lane
Lutz, FL 33559
813-949-5655

Deversray Gamer

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:45 PM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: BDicaire@vbeverages.com [mailto:BDicaire@vbeverages.com]
Sent: Thursday, November 04, 2004 11:04 AM
To: Bipin Parikh
Subject: CYPRESS CREEK TOWN CENTER

I'm in favor of this project being approved. This is indeed the right kind of development for Pasco County. We need jobs here not in Tampa.

Please make sure FDOT supports this project with a widening of SR 56 and SR54 where it is needed. The opening of SR56 has been a blessing but it is way over crowded during rush hour now and needs to be widened anyway. Let's not widen it twice, do it once and do it right.

Thanks,
Bob Dicaire

Dear Review Committee

Yes you take New Town Center.

I live in Land O Lakes and would love to see this built. we already have new homes everywhere but site must travel to far for any big shopping center. It would be new job.

I do not believe the 5,000 car trips per hour as stated by the opposition. we have nothing like this for Land O Lakes, usually 2000 or 3000 vehicles. we need it.

Thank you

Lois Akman

RECEIVED

NOV 08 2004

Letters Opposing Development

November 4, 2004

Pasco County Development Review Committee
7530 Little Road
Suite 230
New Port Richey, Fl. 34654

Reference: Cypress Creek Town Center / State Road 56 Development

To Whom It May Concern:

I am writing to express my concern over the proposed Cypress Creek Town Center. The plans and proposals that I have seen for this project are totally inappropriate for this area.

Please consider what will happen to the traffic on highway 54 and highway 56, not to mention the impact on our schools with the added residents.

I am extremely upset over the wetlands that will be endangered due to this proposed project. At a time when we should be looking to preserve beautiful property, you are considering destroying it.

This is entirely too much development in one area.

Thank you for your consideration.

A concerned property owner.

Alice H. Herrin

Alice G. Herrin
24354 Twin Lake Drive
Land O Lakes, Fl. 34639
(813) 909-7644

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:34 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: NO CYPRESS CREEK TOWN CENTER

FYI

-----Original Message-----

From: Smith, Phyllis [mailto:Psmith@admin.usf.edu]
Sent: Thursday, November 04, 2004 2:15 PM
To: Bipin Parikh
Subject: NO CYPRESS CREEK TOWN CENTER

This area of Pasco County has not got the infrastructure to support this development. Hwy 54 was just widened and is already too small to support the current traffic.

I live on 20 Mile Level Rd which has no direct turn from the west into or going east out of the street. Doing U-turns in and out of my street is already time consuming and at times terrifying. There is already a new Myrtle Lake subdivision that will make driving to and from home much more difficult. Adding yet another project and especially one so large will make the area even less livable.

The environmental impact would be enormous on the watershed as well as animal life.

Please seriously consider all the disruption and negative impact this massive project would have.

Phyllis Smith

Deversray Garner

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:37 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW:

FYI

-----Original Message-----

From: wanda.gonzalez@wachovia.com [mailto:wanda.gonzalez@wachovia.com]
Sent: Thursday, November 04, 2004 1:36 PM
To: Bipin Parikh
Subject:

This massive 511-acre development on state road 56 in not the right type of development for Pasco County.

Deversray Gamer

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:39 PM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center

FYI

-----Original Message-----

From: MaryJane [mailto:dmjholt@yahoo.com]
Sent: Thursday, November 04, 2004 11:48 AM
To: Bipin Parikh
Subject: Cypress Creek Town Center

To: The Pasco Co Development Review Committee,

I would like to express my views on the proposed "massive 511-acre development on State Road 56". Most probably Pasco County could benefit greatly from the increase in taxes brought in by such a project. However, wouldn't the expense of widening roads, building additional schools (we already are in need of more schools, without adding hundreds more children), and all the infrastructure required for such an expansive project, etc, more than eat up any expected tax windfall? State Road 56 has been great for residents in the area, but it would become another "parking lot" and where would the land to widen the highway come from?

The water supply for Pasco County is already overburdened without adding more businesses, residences and all the peripheral uses entailed in the proposed project.

I strongly oppose the project and would hope that it is voted down.

Sincerely,
Mary Jane Holt
23647 Woodglen Ave.
Land O'Lakes, Fl. 34639

Do you Yahoo!?
Check out the new Yahoo! Front Page.
www.yahoo.com

Deverstray Gamer

From: Bipin Parikh
Sent: Thursday, November 04, 2004 4:47 PM
To: Deverstray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center

-----Original Message-----

From: barbara ruokonen [mailto:foggy.ridge@verizon.net]
Sent: Thursday, November 04, 2004 11:02 AM
To: Bipin Parikh
Subject: Cypress Creek Town Center

What are you people thinking?? Why do we want to build a megalopolis? Do you think 700 hotel rooms will be filled by all the tourists who want to shop at a 1.5 million sf regional mall, a 600,000 sf retail center and a 96,000 sf strip mall? Do you care that our quality of life will be devastated by destroying wetlands and inundating the community with what will surely be a nightmare of traffic?

I live within a mile of this site, so it's in my backyard. Give us a break. Please scale it down - way down.

Barbara Ruokonen, 1450 Foggy Ridge Pkwy.

Deversray Gamer

From: Bipin Parikh
Sent: Thursday, November 04, 2004 5:08 PM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center
Importance: High

-----Original Message-----

From: Charliem [mailto:mmiller30@verizon.net]
Sent: Thursday, November 04, 2004 9:22 AM
To: Bipin Parikh
Subject: Cypress Creek Town Center
Importance: High

I join The Sierra Club, Florida Nature Coast Group; Citizens Against Cypress Creek Town Center; in opposing the Cypress Creek Town Center-DRI 252.

My major objections are the sheer size of the development, leading to the tremendous increase in traffic, subsequent vehicle saturation of the surrounding roads, and the impact on current residents of the area; **destruction of some 70 acres of wetlands**, and the problems that go with most of the development being in the 100-year floodplain; a clear indication of the chance of future problems with flooding and concurrent destruction of the development and surrounding residential areas.

I am also a contributing, supporting member of the Sierra Club, Florida Nature Coast Group, and The Nature Conservancy, "Saving the Last Great Places On Earth".

This development is NOT RIGHT FOR ANY REASON, except the greed of the developers.

Charles Miller
22721 Roderick Drive
Land O Lakes, FL 34639

Deversray Garner

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:32 AM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: cypress creek town center

FYI

-----Original Message-----

From: ch [mailto:chgreenhope@jj.net]
Sent: Thursday, November 04, 2004 6:12 AM
To: Bipin Parikh
Subject: cypress creek town center

I VOTE NO ON CYPRESS CREEK TOWN CENTER. CHARLENE HOAG, 3145 CRENSHAW CT., NPR 34655

Deversray Gamer

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:33 AM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: cypress creek

-----Original Message-----

From: Arthur Joyal [mailto:joyal@peoplepc.com]
Sent: Thursday, November 04, 2004 10:42 PM
To: Bipin Parikh
Subject: cypress creek

Sir:
Pasco County should not approve mega developments as described for Cypress Creek. Controlled development of the county in carefully assessed stages is preferable to avoid chaos in the future. The large scale developments will impose on our infrastructure very uncomfortable conditions such as follows:

1. Large increments of demand on our limited water supply will lead to impossible conditions during periodic dry conditions that the Aquifer cannot support.
2. Schools for an explosion of children cannot be supported, this is evident on normal county population expansion that we are now experiencing.
3. More and more roads will be required, beyond those that are now under construction.
4. Sewer treatment plants will be necessary and will the effluent be discharged so as not to harm the environment.
5. Destruction of wetlands will further harm the aquifer and prevent recharging.

These are just a few of the arguments against the approval of mega developments which will ultimately destroy the County as we now know it.
Thanks for your consideration. Arthur Joyal

Deversray Gamer

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:35 AM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: Cypress Creek Town Center

-----Original Message-----

From: Ken Anderson [mailto:ken.e.anderson@worldnet.att.net]
Sent: Thursday, November 04, 2004 10:21 PM
To: Bipin Parikh
Cc: JFROST1020@aol.com; "The Laker"
Subject: Cypress Creek Town Center

Dear Members of Pasco County Review Committee:

My wife, mother-in-law and I have lived in Carpenter's Run for over three years. The reason we chose this location was the peaceful, quiet neighborhoods, the friendly neighbors, and accessibility to IS 75 and Route 54. I take Route 54 every day to work in Odessa.

When we first moved here 54 was lightly traveled, compared to what it has become. Yesterday it took me about 5 minutes before there was a break in traffic in which I could rather unsafely cross into the center median to go west. Then another wait until traffic cleared from the east. Coming home last evening at 6 PM traffic actually slowed to 40 mph between Livingston Rd and Carpenter's Run.

We cannot absorb any more traffic than what we are already being forced to confront by all the development on the 54 corridor. A recent study said when just 20% of the approved development on 54 is completed, 54 will fail to handle the increased traffic. THAT'S JUST 20%! We cannot afford to overload Route 54 with the increased traffic the Cypress Creek Town Center will dump on us.

The beauty of these communities that will be affected by the Center will be destroyed, and will create another Dale Mabry. The wetlands that would be destroyed by this Trojan Horse will adversely affect an already serious flooding problem here in Carpenter's Run. We can't lower our outlet bank to Cypress Creek to prevent our flooding because it will cause flooding farther down Cypress Creek. Imagine what the affect will be of channeling 570 acres of rainfall that is presently being absorbed by wetlands and grazing fields into Cypress Creek. It will be a disaster!

You may talk about 100% containment communities, but the matter of fact is that we were far from the proverbial 100 year rains during hurricanes Frances and Jeanne, yet the 100% retention pond for the development on Cypress Creek Rd to the south of Carpenter's Run was nearly overflowing by the end of Jeanne. The traffic from that development will overload Cypress Creek Rd, County Line Rd, and the feed on Collier Ave onto 54.

I plead with you to put the brakes on the exploitation of our wonderful Pasco county. We don't need another mall. We have a new Target, and a Wal-mart Super center just to the south on Bruce B. Downs. The local merchants in the area will be forced out of business by the Center. Why should we allow somebody's lust for money destroy what we already have and enjoy? The Cypress Creek Town Center is NOT the right type of development for Pasco County.

Thank you in advance for derailing this "Hi Speed Bullet Train" Town Center debacle.

Ken Anderson
Resident and Home Owner in Carpenter's Run

Deversray Gamer

From: Bipin Parikh
Sent: Friday, November 05, 2004 11:35 AM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: Sgtcanddo@aol.com [mailto:Sgtcanddo@aol.com]
Sent: Thursday, November 04, 2004 9:17 PM
To: Bipin Parikh
Subject: CYPRESS CREEK TOWN CENTER

Please put a stop to more huge development in Pasco County.
We are losing what nature has provided for thousands of years. Enough is enough.

Sincerely,
Rafael A. Candelario

11/4/04

I Vote "NO"
to the Cypress Creek Town Center

Pasco County Development
Review Committee Please
take this into consideration.

We do not have the roads
to handle the increased traffic
and destroying wetlands is
totally unacceptable.

Sincerely
Robyn Kendall
4520 Steel Dust Ln
Wtz Fl 33559

Robyn B Kendall

Deversray Gamer

From: Deversray Gamer
Sent: Friday, November 05, 2004 5:37 PM
To: Deversray Gamer
Subject: FW: cypress creek town center

-----Original Message-----

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:02 PM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: cypress creek town center

-----Original Message-----

From: Aserethoo@aol.com [mailto:Aserethoo@aol.com]
Sent: Thursday, November 04, 2004 9:46 AM
To: Bipin Parikh
Subject: cypress creek town center

To Whom It May Concern,

I am unable to get to the public hearing, but would like my voice to be heard. I am absolutely against such a huge development! Most, if not all of us moved here or have stayed here to get away from such development, away from the excess air, noise, traffic, and light pollution. We are here because we value trees, grass, space and quiet. This area does not need more stores, for pete sake. We already have plenty of shopping opportunities within a reasonable drive.

Thank you,

Teresa Hoover
329 County Line Rd. E.
Lutz, 33549

Deversray Garner

From: Deversray Garner
Sent: Friday, November 05, 2004 5:37 PM
To: Deversray Garner
Subject: FW: NO to Cypress Creek Town Center

-----Original Message-----

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:12 PM
To: Deversray Garner
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: NO to Cypress Creek Town Center

-----Original Message-----

From: debicurley@netzero.net [mailto:debicurley@netzero.net]
Sent: Wednesday, November 03, 2004 8:48 PM
To: Bipin Parikh
Cc: cacctc@hotmail.com
Subject: NO to Cypress Creek Town Center

Dear Sirs and Madams;

Please oppose the Cypress Creek Town Center. We do not want this kind of development on State Road 56. Please preserve our land, our peaceful and beautiful county. Do not vote to destroy what makes folks want to live here. Please uphold the spirit of the wetland preservation laws. Our infrastructure, roads, schools, water is not capable of accomidating this growth.

Please vote for sensible, conservative growth. Please oppose this development.

Sincerely,
Debra Curley

Deversray Gamer

From: Deversray Gamer
Sent: Friday, November 05, 2004 5:38 PM
To: Deversray Gamer
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: Bipin Parikh
Sent: Friday, November 05, 2004 1:13 PM
To: Deversray Gamer
Cc: Samuel Steffey II; Debra M. Zampetti
Subject: FW: CYPRESS CREEK TOWN CENTER

-----Original Message-----

From: CINDYMASSOP@aol.com [mailto:CINDYMASSOP@aol.com]
Sent: Wednesday, November 03, 2004 8:39 PM
To: Bipin Parikh
Subject: CYPRESS CREEK TOWN CENTER

Development Committee:

I live on State Road 56 in Land O'Lakes, formerly HWY 56, and want to voice my opposition to the development of the mall and its annexes. The rural charm of the area landscape has already been lost due to the tremendous construction over the last 5 years. I feel that the planned development would cause the area to lose its appeal, both because of traffic and quality of life.

Since I'm unable to attend the hearing tomorrow, please register this email among the voices of opposition.

Ex Parte Sign-In Disclosure Forms

Deversray G.

EX PARTE SIGN-IN/DISCLOSURE FORM

*THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS, DEVELOPMENT REVIEW COMMITTEE OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, CONDITIONAL USES, SPECIAL EXCEPTIONS, DEVELOPMENTS OF REGIONAL IMPACT, PRELIMINARY OR CONSTRUCTION PLAN APPROVALS, AND APPEALS.

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Ripin Parikh

Date of Meeting/Discussion: 2/20/04 Location of Meeting/Discussion: RMA DEV.SER

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
<u>Tom Serrano</u>	<u>440-808-7500</u>	<u>Trucks Group</u>	<u>Developer</u>
<u>H. SIERA</u>	<u>813 963-5856</u>	<u>SIERA Properties</u>	<u>Property Owner</u>
<u>Elton Smith</u>	<u>813 223 9500</u>	<u>Wilson Miller</u>	<u>Engineer</u>
<u>Georgianne Ratliff</u>	<u>813 223-9500</u>	<u>Wilson Miller</u>	<u>Planner</u>
<u>Biff Craine</u>	<u>813-223-3898</u>	<u>Brickleymer, et al</u>	<u>Attorney</u>
<u>Sam Steffey</u>	<u>(727) 842-8140</u>	<u>Osceola County</u>	<u>Planner</u>
<u>Avi AT&T</u>	<u>727-747-8140</u>	<u>mpo</u>	<u>Transportation</u>

Application/Matter Being Discussed (include name and public hearing date, if known):
Cypress Creek Town Center DRI - no date TRANSPORTATION

County Staff Contact Person For Application: DEVERAY

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation	Noise/odor
<input type="checkbox"/>	Environmental/wetlands	Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses	Legal
<input type="checkbox"/>	Density/intensity	Schools
<input type="checkbox"/>	Economic	Parks
<input type="checkbox"/>	Utilities	Libraries
<input type="checkbox"/>	Drainage/stormwater	Fire/EMS/police/public safety
<input type="checkbox"/>	Other:	Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input checked="" type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
<input type="checkbox"/>	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
<input type="checkbox"/>	Presented in the same form at the public hearing.
<input type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

<input type="checkbox"/>	Site Visit or Site Investigation.
<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above prior to the public hearing or provide the disclosure form (and any attachments) at the

EX PARTE SIGN-IN/DISCLOSURE FORM

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Name of Local Public Official Attending Meeting/Discussion: Honorable Ted Schrader

Date of Meeting/Discussion: 9/29/04 Location of Meeting/Discussion: Historic Courthouse

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Tom Sammirz	440-808-7500	Shedds Group	Design
Georgiane Aruff	813-823-9500	Wilson Miller	Planning
Mi Weber	813-963-8836	Green Properties Landowners	

Application/Matter Being Discussed (include name and public hearing date, if known):
GREEN COAST TOWN CENTER DRT

County Staff Contact Person For Application: Deversay Garner

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation		Noise/odor
<input checked="" type="checkbox"/>	Environmental/wetlands		Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses		Legal
<input type="checkbox"/>	Density/intensity		Schools
<input type="checkbox"/>	Economic		Parks
<input type="checkbox"/>	Utilities		Libraries
<input checked="" type="checkbox"/>	Drainage/stormwater		Fire/EMS/police/public safety
<input type="checkbox"/>	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
<input type="checkbox"/>	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
<input checked="" type="checkbox"/>	Presented in the same form at the public hearing.
<input checked="" type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

<input type="checkbox"/>	Site Visit or Site Investigation.
<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

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EX PARTE SIGN-DISCLOSURE FORM

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Name of Local Public Official Attending Meeting/Discussion: Pat Mulieri

Date of Meeting/Discussion: 9/29/04 Location of Meeting/Discussion: NPR Govt Ctr,

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (If applicable)
Georgianne Rathiff	813-223-9500	Silver Prop/Jacobs	Planner
Hi JERCA	813 963 5856	"	PROPERTY OWNER
Tom Rappitz	440-808-7500	MEADOW GROUP	DESIGNER

Application/Matter Being Discussed (include name and public hearing date, if known):
Pkwy/Comp Plan Amendment/Zoning

County Staff Contact Person For Application: DIVERSITY GAMES

Specific Topics/Issues Being Discussed. Check all that apply:

<input checked="" type="checkbox"/>	Traffic/access/transportation mitigation		Noise/odor
<input checked="" type="checkbox"/>	Environmental/wetlands	<input checked="" type="checkbox"/>	Aesthetics/landscaping
<input type="checkbox"/>	Compatibility of uses		Legal
<input type="checkbox"/>	Density/intensity		Schools
<input checked="" type="checkbox"/>	Economic		Parks
<input type="checkbox"/>	Utilities		Libraries
<input checked="" type="checkbox"/>	Drainage/stormwater		Fire/EMS/police/public safety
<input type="checkbox"/>	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

<input checked="" type="checkbox"/>	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
<input type="checkbox"/>	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
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<input type="checkbox"/>	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

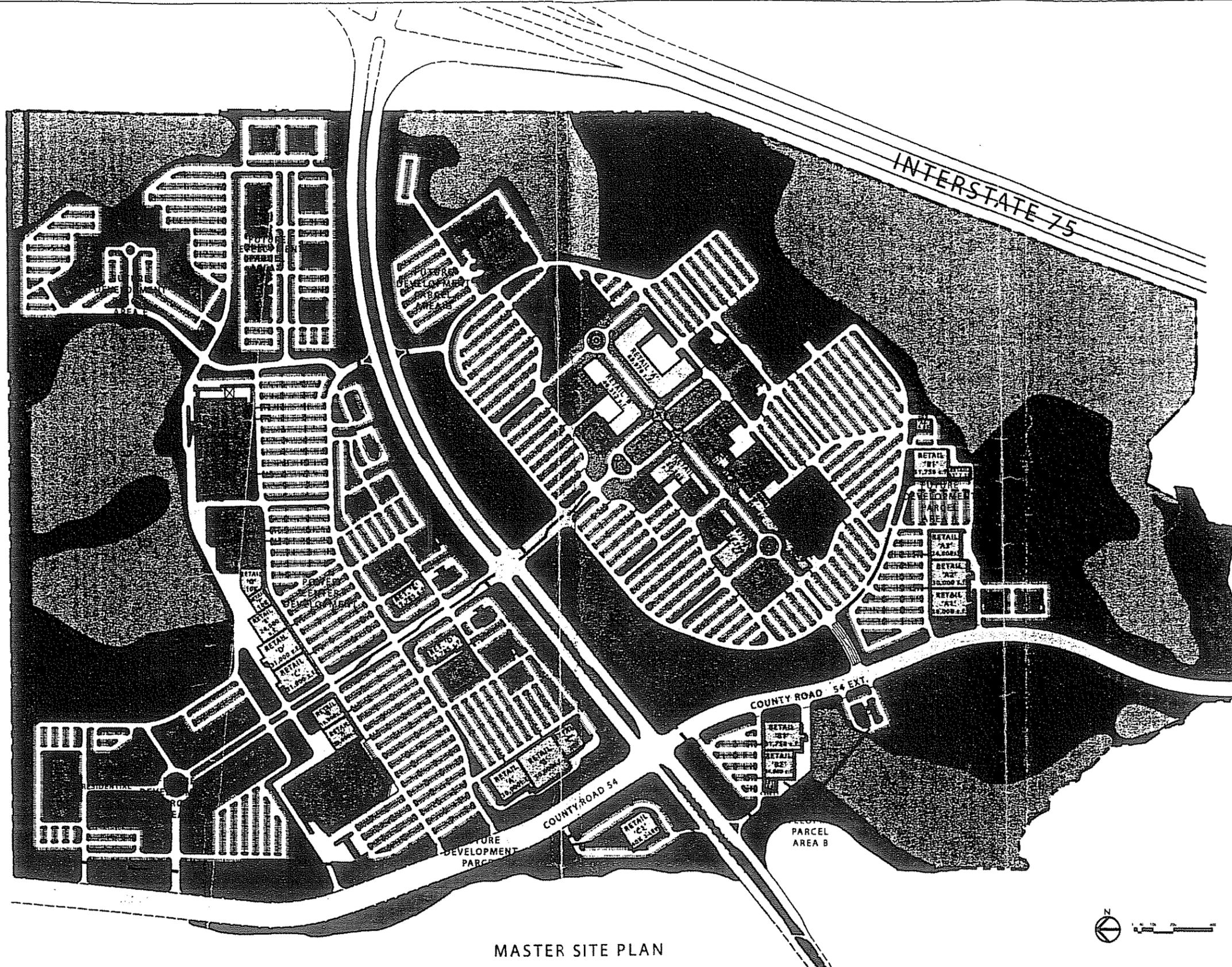
TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

<input type="checkbox"/>	Site Visit or Site Investigation.
<input type="checkbox"/>	Receipt of Written Correspondence, Diagrams, Plans, Pictures or E-mails Which Have Been Attached to Disclosure Form, Provided to Staff or Will Be Disclosed at Public Hearing.

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RECEIVED
 DEC 10 2004
 Tampa Bay Regional
 Planning Council



MASTER SITE PLAN

CYPRESS CREEK TOWN CENTER
 PASCO COUNTY, FLORIDA

POWER CENTER SITE DATA:	
MAJOR RETAIL 'A'	146,000 sq. ft.
MAJOR RETAIL 'B'	181,000 sq. ft.
RETAIL:	232,000 sq. ft.
TOTAL SF	559,000 sq. ft.
PARKING:	RETAIL AT 5 / 1000 SF: 2082 spaces
	PARKING PROVIDED: 3078 spaces
OUTPARCEL DEVELOPMENT:	
RETAIL 'A'	30,000 sq. ft.
RETAIL 'B'	50,000 sq. ft.
RETAIL 'C'	30,000 sq. ft.
RETAIL 'D'	30,000 sq. ft.
RETAIL 'E'	15,785 sq. ft.
RETAIL 'F'	30,000 sq. ft.
RETAIL 'G'	15,785 sq. ft.
BANKS	9,000 sq. ft.
RESTAURANTS	36,000 sq. ft.
TOTAL SF	237,160 sq. ft.
PARKING:	RETAIL AT 5 / 1000 SF: 1005 spaces
	RESTAURANTS AT 10 / 1000 SF: 361 spaces
	PARKING PROVIDED: 1724 spaces
LEASING CENTER SITE DATA:	
DEPT. STORE 'A'	110,000 sq. ft.
DEPT. STORE 'B'	100,000 sq. ft.
MAJOR RETAIL 'A'	11,000 sq. ft.
MAJOR RETAIL 'B'	28,000 sq. ft.
MAJOR RETAIL 'C'	45,000 sq. ft.
MAJOR RETAIL 'D'	38,814 sq. ft.
MAJOR RETAIL 'E'	21,000 sq. ft.
MAJOR RETAIL 'F'	19,000 sq. ft.
MAJOR RETAIL 'G'	15,000 sq. ft.
MAJOR RETAIL 'H'	15,000 sq. ft.
MAJOR RETAIL 'I'	35,000 sq. ft.
RETAIL 'A'	68,878 sq. ft.
RETAIL 'B'	46,312 sq. ft.
RETAIL 'C'	11,200 sq. ft.
RETAIL 'D'	30,305 sq. ft.
RETAIL 'E'	21,825 sq. ft.
RETAIL 'F'	28,780 sq. ft.
RETAIL 'G'	8,745 sq. ft.
CINEMA:	78,008 sq. ft.
RESTAURANTS	32,000 sq. ft.
TOTAL SF	781,323 sq. ft.
PARKING:	REQUIRED 5 / 1000 RETAIL: 3425 spaces
	REQUIRED 1000 CINEMA: 1000 spaces
	PARKING PROVIDED: 4023 spaces
FUTURE DEVELOPMENT PARCEL 'A':	
RETAIL 'A1'	30,000 sq. ft.
RETAIL 'A2'	30,000 sq. ft.
RETAIL 'A3'	24,000 sq. ft.
RETAIL 'A4'	30,000 sq. ft.
RETAIL 'A5'	7,000 sq. ft.
RETAIL 'A6'	4,000 sq. ft.
RESTAURANT 'A1'	8,000 sq. ft.
RESTAURANT 'A2'	8,000 sq. ft.
TOTAL SF	142,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'B':	
RETAIL 'B1'	31,750 sq. ft.
RETAIL 'B2'	24,000 sq. ft.
RETAIL 'B3'	4,000 sq. ft.
RETAIL 'B4'	5,000 sq. ft.
TOTAL SF	64,750 sq. ft.
FUTURE DEVELOPMENT PARCEL 'C':	
RETAIL 'C1'	40,000 sq. ft.
TOTAL SF	40,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'D':	
RESIDENTIAL	400 UNITS
TOTAL UNITS	400 UNITS
FUTURE DEVELOPMENT PARCEL 'E':	
OFFICE UNIT 'A'	150,000 sq. ft.
OFFICE UNIT 'B'	120,000 sq. ft.
OFFICE UNIT 'C'	150,000 sq. ft.
TOTAL SF	420,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'F':	
HOTEL 'F1'	150 ROOMS
HOTEL 'F2'	150 ROOMS
TOTAL ROOMS	300 ROOMS
RESTAURANT 'F1'	8,000 sq. ft.
RESTAURANT 'F2'	8,000 sq. ft.
RESTAURANT 'F3'	8,000 sq. ft.
RESTAURANT 'F4'	8,000 sq. ft.
RESTAURANT 'F5'	8,000 sq. ft.
TOTAL SF	40,000 sq. ft.
FUTURE DEVELOPMENT PARCEL 'G':	
HOTEL 'G1'	400 ROOMS
TOTAL ROOMS	400 ROOMS
RESTAURANT 'G1'	10,000 sq. ft.
TOTAL SF	10,000 sq. ft.

