

#255



PASCO COUNTY, FLORIDA

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CERTIFIED MAIL NO. 7004 1160 0000 4437 8465
RETURN RECEIPT REQUESTED

April 7, 2008

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

RE: Bexley Ranch - Development of Regional Impact (#255)
Amended and Restated Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Bexley Ranch Development of Regional Impact #255 Development Order (Resolution No. 08-177), 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 March 25, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia D. Spidell".

Cynthia D. Spidell, MBA
Planner II

Enclosure

A RESOLUTION AMENDING AND RESTATING THE DEVELOPMENT ORDER FOR THE BEXLEY RANCH DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 255).

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Bexley Ranch Trust, L.S.B. Corp., and Newland Communities, LLC (Applicant/Developer), filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Bexley Ranch; and

WHEREAS, this Development Order (DO) for the Bexley Ranch DRI was adopted by the Pasco County Board of County Commissioners on March 28, 2006; and

WHEREAS, on July 24, 2007, the Applicant/Developer filed an application entitled, Notification of Proposed Change (NOPC), to a previously approved DRI application with Pasco County, Florida (County), with copies provided to the Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (FDCA); 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 Pasco County Board of County Commissioners has reviewed the NOPC, as well as related testimony and evidence submitted by each party and members of the general public; and

WHEREAS, the Pasco County Board of County Commissioners wishes, at this time, to 1) delete the requirement to increase nonresidential or decrease residential entitlements to comply with the jobs-to-dwelling ratio of 1:1 as the Applicant/Developer has demonstrated that sufficient surplus exists within five (5) miles of the Bexley Ranch DRI to compensate for the Bexley Ranch DRI deficit; 2) delete the requirement on Exhibit I of this DO requiring 100 percent roadway design completion for the S.R. 54 Pipeline Project prior to January 31, 2008; 3) amend Map H, attached hereto as Exhibit F, to remove a portion of the Lake Patience Boulevard Extension through the office tract from Sunlake Boulevard to Tower Road; 4) amend Map H and Table 1 of this DO to reflect the new entitlement/phasing schedules as a result of the land use exchange approved by the Development Review Committee (DRC) on June 15, 2006; 5) extend the infrastructure deadlines for the school site and District Park Site as further described herein; and 6) change the developer of record from Newland Communities, LLC, to NNP-Bexley, Ltd.; and

WHEREAS, in order to provide a single DO document incorporating all applicable provisions of the initial DO as modified by the NOPC, an amended and restated DO has been prepared.

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

The ADA and NOPC for the Bexley Ranch DRI is approved with conditions as set forth in the following DO, which is hereby adopted by the Board of County Commissioners:

BEXLEY RANCH DEVELOPMENT ORDER

1. General Findings of Fact

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

a. Bexley Ranch Land Trust, L.S.B. Corp., and Newland Communities, LLC, hereinafter referred to as the "Applicant" or "Developer," filed in accordance with Section 380.06, F.S., as amended, the ADA of the Bexley Ranch DRI and associated three (3) Responses to Request for Additional Information, the sum total of which shall be referred to herein as the "Application."

b. On September 2, 2004, the TBRPC notified the County that the sufficiency review was complete. On December 13, 2004, the TBRPC adopted its Final Report for DRI No. 255, Bexley Ranch, recommending approval of the project with conditions.

c. On March 28, 2006, the Board of County Commissioners approved the ADA and adopted the DO.

d. This DO is a valid final DO within the provisions of Section 163.3167(8), F.S., affecting the property described in Exhibit C attached hereto and incorporated herein.

e. On July 24, 2007, the Applicant filed an NOPC. The NOPC includes a description of the proposed changes.

f. The proposed changes necessitate amending the DO findings and conditions described herein.

g. A comprehensive review of the impacts generated by the proposed changes has been conducted by the County, TBRPC, and the FDCA.

h. On February 15, 2008, the TBRPC notified the County that the NOPC review was complete and that the TBRPC had initiated the preparation of its DRI NOPC Report for DRI No. 255, Bexley Ranch, recommending approval of the NOPC with conditions. On March 10, 2008, the TBRPC adopted the NOPC Report for DRI No. 255, Bexley Ranch, recommending approval of the NOPC with conditions.

i. The Board of County Commissioners scheduled and held a public hearing on the pending NOPC on March 25, 2008.

j. 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 hearing.

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

l. The Board of County Commissioners received and considered the NOPC Report.

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

n. The nature, type, scope, intensity, density, costs, and general impact of the proposed Bexley Ranch DRI, in part, are those which are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, the Specific Findings of Fact and Regional Impacts contained in Pages 1-61 of the TBRPC Final Report. Both Exhibits A and B are incorporated into this DO by reference and are on file with the Pasco County Growth Management Department.

o. The real property encompassed by the Bexley Ranch DRI is owned by Bexley Ranch Land Trust, NNP-Bexley, Ltd., and L.S.B Corp.; and a description of the real property, attached hereto as Exhibit C, is incorporated herein and made a part of this DO.

p. The current Pasco County Comprehensive Plan Future Land Use Map classifications for the Property are RES-3 (Residential - 3 du/ga), ROR (Retail/Office/Residential), and CON (Conservation).

q. The zoning of the subject property is MPUD Master Planned Unit Development.

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. This Bexley Ranch DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the DO.

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 applicable provisions of the Pasco County Land Development Code (local land development regulations).

d. As conditioned, this DRI/DO is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (the Comprehensive Plan).

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/DO is consistent with the applicable provisions of the adopted State Comprehensive Plan as amended.

3. Approval Stipulations

a. 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 set forth herein. Such

conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the property.

In the event the Pasco County Administrator or his designee determines that a violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer. If noncompliance is not cured by the date stated in the Notice of Noncompliance, the County Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected. The "Applicant" or "Developer" may appeal the determination to the Board of County Commissioners pursuant to Article 317 of the Pasco County Land Development Code. Notwithstanding the foregoing, violations of any related Development Agreement shall be addressed in accordance with the provisions of the Development Agreement.

b. 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.

c. Development of the Bexley Ranch DRI shall also 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 Subsection 163.3194(1)(b), F.S., and the land development regulations. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2025, 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 current 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.

e. As provided in Section 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 that 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 the County.

f. 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

Phases I and II of the DRI are specifically approved and Phase III of the DRI is conceptually approved. Specific approval of Phase III shall be granted upon submittal and approval of additional analyses of Transportation and Air Quality impacts performed pursuant to the requirements of Section 380.06, F.S.

b. Effective Date and Duration

(1) The DO effective date for the Bexley Ranch DRI is June 22, 2006.

(2) The effective period of this DO shall be until December 31, 2025. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statute. 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 Bexley Ranch shall proceed in accordance with the phasing schedule indicated in Table 1 below.

Except as provided for herein, excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Applicant's/Developer's risk and shall not vest latter phase development rights.

c. Commencement of Development

If physical development of the Bexley Ranch 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 the County.

d. Build-out of Project

(1) Any delay in the build-out date beyond December 31, 2015, shall 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 Administrator or Board of County Commissioners may waive any applicable transportation-analysis requirements 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), F.S., as may be amended from time to time. The build-out date for Phase III shall be established when specific approval of Phase III 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:

Table 1

Bexley Ranch DRI Land Use and Phasing Schedule					
<u>Land Use</u> ¹	<u>Phase I</u> <u>(2005-10)</u>	<u>Phase II</u> <u>(2011-15)</u>	<u>Phase III</u> <u>TBD</u>	<u>Totals</u>	<u>Acres</u>
Single Family ² Residential (D.U.'s) (attached/detached)	2,450	2,480	1,070	6,000	3,805 acres
Multifamily Residential (D.U.'s) ⁴		600	400	1,000	45 acres
Commercial (SF) ⁴	125,000	78,221	91,500	294,721	30 acres
Office (SF) ⁴	337,200	200,000	0	537,200	100 acres
Parks (acres) ⁷	80	108	18	206	206 acres
Elementary & Middle School ⁷	1			1	35 acres
Elementary School ⁷		1		1	15 acres
Golf Course (Holes) ²	18	0	0	18	(160 acres Included in residential acreage)
Wetlands ³					1,016 acres
Greenway Corridor ⁵					1,433 acres
Wildlife Corridor ⁶					176 acres
Public/Open Space					7 acres
Family Cemetery					4 acres
Total					6,872 acres

- 1 Land uses may be exchanged in accordance with the Land Use Equivalency Matrix (Exhibit E). Under no circumstance shall office entitlements be exchanged for residential or retail land uses.
- 2 Residential Uses may include an optional 160-acre golf course.
- 3 Wetlands outside the Greenways and Wildlife Corridors.
- 4 Multi-family, retail and office uses may be vertically integrated within the Town Center.
- 5 The Greenway Corridor contains 788 acres of wetlands and 645 acres of uplands.
- 6 The Wildlife Corridor contains 105 acres of wetlands and 71 acres of uplands.
- 7 Acreage subject to Section 5(o) and 5(p) of this DO.

b. Land Use Exchange

(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 the DRC, with copies to the FDCA and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by the County, and the use thereof shall be

reported in the next biennial report. Such approval shall not be unreasonably withheld if request is consistent with the Land Use Equivalency Matrix and other provisions of this DO. Notwithstanding the foregoing, office or employment center land uses cannot be exchanged for retail or residential entitlements.

(2) The traffic impacts of the revised land use mix shall not exceed the approved traffic impacts of the land use being replaced.

(3) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the NOPC process as required by Section 380.06(19), F.S.

(4) Modification of Land Use Schedule

(a) Within thirty (30) days after the approval of the initial DRI/DO and the expiration of the appeal period, the Applicant/Developer filed an application with the County requesting a modification of the land use and phasing schedule by use of the Land Use Equivalency Matrix to exchange retail and residential for an additional 287,200 square feet of office, for a total of 537,200 square feet of office, within the specifically approved Phases I and II. This land use exchange was approved by the DRC on June 15, 2006, and resulted in a jobs-to-dwelling unit ratio of approximately 0.5:1.

(b) As part of the NOPC application filed on July 24, 2007, a new jobs-to-dwelling unit analysis was conducted for Phases I and II. In computing the jobs-to-dwelling unit ratio, the analysis took into account jobs created by new entitlements approved after the effective date of this DO and located within five miles from the Development. Such analysis demonstrated that sufficient job surplus existed from the Ashley Glen DRI to address the Bexley Ranch job deficit of 2,620 jobs for Phases I and II. In the event the Applicant/Developer submits an NOPC for specific approval of Phase III, such NOPC application shall demonstrate compliance with the jobs-to-dwelling unit ratio of 1:1.

(c) A proposed Office/Employment Center, located at the intersection of Sun Lake Boulevard and Tower Road, consisting of a minimum of 100 developable acres, will be set aside for office and employment center land uses, a portion thereof which may be located in the Town Center as depicted on Map H. The said office and employment center land uses and land area pursuant to this section shall not be exchanged or used for any other land uses, except for accessory commercial uses located within office and employment center buildings and vertically integrated retail and multifamily uses as permitted within the Town Center.

(d) Town Center:

1) The Town Center shall be designed and constructed in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) Ordinance unless otherwise approved by the DRC. A master plan consistent with the requirements of the TND

Ordinance shall be approved by the Board of County Commissioners prior to the first record plat for the 1385th dwelling unit.

2) Unless otherwise approved pursuant to the Town Center Master Plan, the Applicant/Developer shall be responsible for designing and constructing all necessary public infrastructure for Town Center and Office/Employment Center, including all road, intersections, and utility improvements, within the Town Center prior to approval of the first record plat for the 2765th dwelling unit, or as necessary to serve adjacent development or development within the Town Center, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Town Center Master Plan and shall be sized to accommodate the approved entitlements assigned to Town Center and Office/Employment Center uses.

c. Water Quality and Drainage

(1) Development of Bexley Ranch shall not lower the Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code as may be amended from time to time.

(2) The project's stormwater-management system shall be designed, constructed, and maintained to meet or exceed Chapters 17, 25, and 40D-4 or 40D-40, Florida Administrative Code (FAC), and the County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration and residence times wherever feasible. Best Management Practices (BMP) for reducing adverse water-quality impact, including those which prevent construction-related turbidity as required by the regulations of the County and other appropriate regulatory bodies, shall be implemented. 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, 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 or as established by the County, whichever is more stringent.

(d) Should the Applicant/Developer or its representative discover that 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 the County and shall promptly undertake any necessary repairs or modifications to the system. The biennial report shall include and 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) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary/site plan approval.

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

(g) The stormwater-management system should be designed to restore and maintain the natural hydroperiod of the on-site receiving wetlands and the floodplain areas in substantial conformance with permit requirements by appropriate agencies.

(h) An integrated pest-management program shall be implemented to minimize the use of fertilizers and pesticides, and the design and construction techniques listed below shall be utilized unless otherwise determined not to be required during the review process:

1) Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;

2) Using shallow ponds;

3) Ensuring that ponds and swales are properly grassed;

4) Setting a maximum depth for stormwater storage;

5) Implementation of a site-specific, groundwater-quality-monitoring system;

6) Maintaining a minimum distance between ponds bottoms and the top of the confining layer for the Floridan aquifer.

(i) The Applicant/Developer shall encourage the use of water-conserving landscapes, the responsible use of water in common areas and nonresidential areas, 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's shall be used to prevent construction-related turbidity and erosion problems.

(j) Native plant species shall be incorporated into the landscape design.

(k) As committed, when reclaimed water becomes available to the project site, the developer or its assigns shall utilize it for all irrigation on site.

(l) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole damage.

(m) In addition to water-quality sampling to collect baseline information for the Anclote River portion of the site, the on-site groundwater wells shall also be sampled.

(n) Site development shall use techniques that minimize the impervious surface area throughout the development to the extent technically feasible.

(o) Stormwater entering the Starkey Wellfield area will be treated to a higher level, including the use of fourteen (14) days residence time stormwater ponds and the use of Low Impact Development techniques throughout the site.

(3) The predevelopment hydrologic/hydraulic properties of on-site and off-site wetlands shall not be adversely impacted by development, as defined by the Southwest Florida Water Management District (SWFWMD) rules regulating wetlands. Additionally, the historic average surface water volume discharged from the project shall be maintained. The Applicant/Developer shall develop a detailed hydrologic/hydraulic model, including surface water and groundwater level monitoring, to evaluate the post-development conditions for review and recommendation by Tampa Bay Water (TBW). Prior to approval of the overall stormwater-management plan, the Applicant/Developer shall in cooperation with TBW and to the extent the permitting agencies (the County and SWFWMD) can allow, propose stormwater-design techniques that achieve this goal. The SWFWMD shall have review and approval authority for the model and stormwater design and the County shall have final review and approval authority for the model and stormwater design.

(4) The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by TBW or SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within four (4) feet of the underlying limestone which is part of a groundwater aquifer. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. The Applicant's/developer's responsibilities to prevent this occurrence, and any remedial actions that are required should it occur, shall be addressed by the Applicant/Developer prior to development.

(5) A groundwater-quality-monitoring program shall be developed in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW to establish parameters, methodology, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, TBW, and the County for review and approval. The approved groundwater-quality-monitoring program shall be instituted before commencement of development begins, as defined in the Pasco County Land Development Code, to provide background data and shall continue to project build-out. If reclaimed water for irrigation purposes is used in the future, any groundwater-monitoring program will 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 violation shall cease until the violation is corrected. Monitoring results shall be reported at least annually or more often as may be required and included in each biennial report.

(6) Planning and development of the Bexley Ranch shall conform to the rules adopted by SWFWMD for the Northern Tampa Bay Water Use Caution Area.

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

(8) 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 approved by the County, SWFWMD, FDEP, and TBW, and shall be instituted before commencement of development as defined in the Pasco County Land Development Code and continue through build-out of the development. Access to the monitoring sites shall be made available to the agencies above. One of the purposes of these monitoring programs is to ensure no adverse impact to the Starkey or South Pasco Wellfields, which are regionally significant resources. The following parameters shall be included within any required water-quality-monitoring program:

(a) Sampling locations and specific parameters (including nutrients, pesticides, herbicides, and stormwater parameters), frequency (minimum of twice annually) of monitoring, and reporting shall be subject to the County, FDEP, and other appropriate regulatory bodies' approval.

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

(c) The monitoring results shall be submitted to FDEP, SWFWMD, TBW, and the County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to the County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standards, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. In the event that the specific on-site construction or other on-site activity causing the violation cannot be identified, all construction in the sub-basin shall cease until the activity causing the violation is identified.

(9) Should the Applicant/Developer opt to develop a golf course within Bexley Ranch DRI, as committed the Applicant/Developer shall design, construct, and maintain the golf course in accordance to the principles equal to or exceeding the Audubon Signature Program Gold Standard. In addition to obtaining and maintaining the Audubon Signature Program Gold Standard, the Applicant/Developer shall:

(a) Use reclaimed water or another alternative source (other than the Floridan aquifer), if available, to irrigate tee areas, fairways, greens, roughs, and common areas within the golf course.

(b) Design the golf course, to the greatest extent possible, to only require the amount of irrigation after grow-in that can be generated by the Developer's ultimate wastewater

connections, stormwater-detention areas, nonpotable water-supply wells (if available), and stormwater-recharge areas.

d. 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) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and/or floodplain compensation ponds to determine proper development scenarios to protect against potential sinkhole damage.

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

(4) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridan aquifer shall be prohibited.

(5) The historic average rainfall volume discharged from the project shall not be decreased postdevelopment. The Applicant/Developer shall propose stormwater-design solutions which achieve this goal; i.e., use of swale systems and reducing treatment-volume requirements, in cooperation with the TBW and to the extent the permitting agencies (the County and SWFWMD) can allow.

e. Wetlands

(1) This DO does not authorize impacts to Category I wetlands. At the time of preliminary plan/ 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.

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

(3) 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.

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

(5) Buffering around all postdevelopment wetland areas shall comply with the Pasco County Land Development Code policies at the time of this DO approval or 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) The Applicant/Developer shall develop a coordinated mitigation plan that will provide for the replacement of any wetland acreage lost due to impacts including restoration or enhancement of wetlands in accordance with SWFWMD rules.

(7) The wetlands on site shall be protected from development and buffered by natural habitat, swales, and stormwater ponds that are created for stormwater attenuation and treatment. Buffers around on-site wetlands shall be maintained and enhanced with native vegetation where appropriate.

f. Flood Plains/Disaster Preparedness

(1) Elevations for all habitable structures shall be at, or above, the 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.

(3) Compensation for the loss of 100-year flood-storage capacity shall be provided in accordance with applicable rules, but shall not be constructed in existing wetlands.

g. 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 other than those previously identified and addressed in the ADA are discovered on site during project development, the Applicant/Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FFWCC) and implement recommended measures for species protection in accordance with the requirements of Section 68A 27, FAC.

(2) Nuisance and exotic invasive plant species shall be removed from the project site during site development.

(3) The project site, excluding the Wildlife Corridor and Greenways, may continue to be used for agricultural activities during development, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

(4) Within the building sites, development shall preserve existing on-site native and noninvasive vegetation and plant communities to the greatest extent practicable on a site-by-site basis.

(5) Wildlife Corridor

(a) The Applicant/Developer shall provide a Wildlife Corridor as identified on Map H and having a minimum width of 600 feet (the "Wildlife Corridor"). Wetland creation, floodplain mitigation, and stormwater facilities with the exception of outfall facilities, are not permitted within the Wildlife Corridor. No development activities except for construction of pedestrian/bicycle/equestrian trails, if approved by the County and other applicable agencies, and structures directly related to animal movement through the corridor shall occur within the Wildlife Corridor. The Developer shall convey a conservation easement in favor of the County in a form acceptable to the Pasco County Attorney's office for the Wildlife Corridor including all wildlife crossings. Management and maintenance of the Wildlife Corridor consistent with the Habitat Management Plan shall be the responsibility of the CDD or another entity acceptable to the County and the Wildlife Corridor shall be owned by the CDD or another entity acceptable to the County. However, the County retains the authority to assume maintenance responsibility for the Wildlife Corridor. Prior to the first preliminary plan/preliminary site plan application, the Developer shall provide a draft conservation easement and legal description, consistent with Map H, of the Wildlife Corridor to the Pasco County Attorney's office for its review and approval. Said conservation easement and legal description in the form approved by the Pasco County Attorney's office and must be recorded by Applicant/Developer of the conservation easement in the Official Records of Pasco County of the Wildlife Corridor and provided to the County prior to preliminary plan/preliminary site plan approval for the 1000th dwelling unit. The Wildlife Corridor shall be depicted as an

overlay on all preliminary plan/preliminary site plan and construction plans and any amended MPUD master plans.

(b) There shall be a maximum of two (2) roadway crossings within the Wildlife Corridor as generally depicted on Map H.

(c) The Applicant/Developer shall also comply with Section 8 of this DO for the Wildlife Corridor.

(6) Greenway Corridors

(a) The development's Greenway Corridors as identified on Map H and Table 1 of this DO (hereinafter "Greenway Corridors") shall be limited to recreational and conservation education land uses including picnic shelters and a pedestrian trail system for recreational uses, e.g., walking/jogging, cycling, and rollerblading. The trails will be constructed of asphalt, concrete, wood, or other suitable material. Greenway Corridors shall be maintained for recreational purposes in perpetuity by the CDD(s), or similar entity as may be approved by the County, to allow continued pedestrian access. Under no circumstance shall the Greenway Corridors overlap with the Wildlife Corridor, but such Greenway Corridors may be collocated as such to provide buffering to the Wildlife Corridor. Wetland mitigation, floodplain mitigation, and stormwater facilities shall be permitted within Greenway Corridors.

(b) Revisions to the conceptual locations, alignments, and shapes of the Greenway Corridors and location and number of vehicular crossings within Greenway Corridors as shown on Map H are allowed as long as the continuity of the Greenway Corridors remain viable for open space, and passive and active recreational purposes. Other project development related intrusions into areas designated as Greenway Corridors shall be permitted provided the overall amount of acreage allocated to Greenway Corridors is not reduced.

(c) Applicant/Developer shall also comply with Section 8 of this DO for the Greenway Corridors.

(7) Suncoast Expressway Scenic Corridor Buffer

A minimum 250-foot buffer shall be provided adjacent to the Suncoast Expressway. Measurement of this 250-foot distance shall be measured from the edge of the project's property line. However, where the generally north/south property line deviates to incorporate stormwater-related facility areas, these areas (a total of five [5] areas), which incorporate open space and vegetation, shall count towards meeting the 250-foot-buffer requirement.

(8) Habitat Management Plan

A Habitat Management Plan (hereinafter "HMP") shall be prepared and submitted to the County, the FFWCC, and the United States Fish and Wildlife Service (USFWS) as applicable for approval within ninety (90) days of the effective date of this DO. This plan shall be consistent

with the commitments made in the ADA and all items listed under Developer Commitments of the TBRPC Final Report concerning protection of listed and other wildlife species and respective habitats and protected wetlands. The HMP shall include, but not be limited to, the following:

(a) Management for specific listed species including, but not limited to, Florida sandhill crane, southeastern American kestrel, American bald eagle, and Sherman's Fox squirrel.

(i) American bald eagle: All development activities in the primary and secondary protection zones shall be done in accordance with the USFWS Bald Eagle Monitoring Guidelines, USFWS clearance letter, and if required an approved Bald Eagle Management Plan, a copy of which shall be provided to the County prior to preliminary plan/preliminary site plan approval for any development in the primary or secondary zone.

(ii) Indigo Snake: The Applicant/Developer shall develop an indigo snake protection plan, which shall include educational materials to assist workers in correctly identifying the snake and reporting their occurrence to the USFWS.

(b) Provide for the regular monitoring of target wildlife populations.

(c) Shall include specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD, the U.S. Army Corps of Engineers and other regulatory agencies as may be appropriate.

(d) The HMP shall provide for assignment of responsibility for implementation of the HMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by the County.

(e) The HMP shall include how nuisance and exotic species will be controlled in both the Wildlife Corridor and Greenway Corridors.

(f) Wildlife Corridor

(i) The HMP shall ensure the preservation of existing on-site native and noninvasive vegetation and plant communities within the Wildlife Corridor.

(ii) The HMP shall ensure that the Wildlife Corridors remain free of structures inhibiting animal migration such as fences and buildings, unless said structure is directly related to animal movement through the corridors or roadway undercrossing systems specifically designed for use by wildlife. All plats containing lots adjacent to Wildlife Corridors and the community's deed restrictions shall include specific language to ensure compliance with this condition and shall be detailed in the HMP.

(iii) Specific scheduling for all activities that are necessary for the management and enhancement of the Wildlife Corridor shall be included in the HMP. At a minimum, the management of the Wildlife Corridor shall include maintenance, monitoring, and other activities necessary to maintain these areas in perpetuity.

(iv) The HMP shall include the design of all wildlife crossings.

Wildlife undercrossings will be required where roadways intersect the Wildlife Corridor. All crossings will be designed to facilitate the movement of targeted species. The conceptual design for each crossing will be included in the HMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria or best available design at the time of approval by the County:

1) Undercrossings shall be a minimum of 10 feet in height or no less than 8 feet of clearance and 12 feet in width;

2) Undercrossings shall be above seasonal high water;

3) All undercrossings shall incorporate vegetation extending from the wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system through the wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

4) All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.

(g) Greenway Corridors

The HMP shall include a conceptual design, planting scheme, and maintenance program for the Greenway Corridors consistent with their respective role in providing pedestrian connectivity throughout the project and complementing the preservation of native vegetation consistent with the ADA and TBRPC Final Report and this DO. The HMP shall include the design of all pedestrian crossings and undercrossings at greenway intersections with collector and arterial roads.

(h) The HMP shall require conservation education for the residents and other users of the development. Details, methods, and examples of all educational materials provided to residents and users of Bexley Ranch DRI shall be included and described in the HMP.

(i) An annual update to the HMP shall be submitted to the County and FFWCC and shall be included in the biennial report.

h. Air Quality

(1) BMP's, including those identified in the ADA, shall be employed during site preparation and construction to minimize air-quality impacts.

(2) Prior to preliminary plan/preliminary site plan approval in Phase III of the project, the Applicant/Developer or its successor shall submit an air-quality analysis regarding applicable Phase III 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 for Phase III identifies additional intersection improvements needed to accommodate the impacts of the Bexley Ranch DRI project, DRI-level analysis for potential air-quality impacts shall also be conducted and the results provided to the TBRPC, the FDEP, and the County for review. Any improvements determined necessary to mitigate air-quality impacts shall be included in the DO through an amendment.

i. Land

(1) BMP's, including those identified in the ADA, shall be employed during site preparation and construction to reduce soil erosion and fugitive dust.

(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.

j. Utilities

(1) Water Supply and Wastewater Treatment

(a) The County has indicated that capacity exists, and water and wastewater services will be provided by the 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 County standards in effect when application is made for connection. The Utilities Service Agreement between the County and the Applicant/Developer shall specify the entity(ies) responsible for maintenance of the water supply system within the project site.

(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 shall encourage the use of high-efficiency, low-volume plumbing fixtures; appliances; and irrigation throughout the project through the establishment of an educational program.

(d) 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.

(e) The Applicant/Developer agrees that the project shall utilize reclaimed water at the time, and to the full extent, that it is made available by the County.

(f) As stated in the ADA, reclaimed water shall be incorporated into the development's Non-Potable Water Plan.

(g) The Applicant/Developer shall obtain verification of adequate water supply availability and service concurrent with the request for specific approval of Phase III.

(h) Dual lines for irrigation shall be installed in the development during construction unless otherwise established in the Utility Services Agreement between the Applicant/Developer and the County. Reuse connections shall also be metered when they occur.

(i) The local water resources are very limited and every tool available to minimize water demand shall be used. Water-saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.). The Applicant/Developer shall encourage the use of the following at the time of construction:

(i) Low-volume irrigation systems in all nonturf areas and all irrigation (turf and nonturf) in accordance with the irrigation design standards described in Appendix J of the Florida Building Code.

(ii) Common-area laundry rooms versus separate laundry hook-ups in each multifamily unit or require/install low-volume laundry machines and dishwashers where individual hook-ups are allowed.

(iii) Water meters on all irrigation system clocks.

(iv) Individual water meters shall be installed for each housing unit.

(j) Florida-friendly landscaping materials, Xeriscape principles, and water-saving irrigation systems shall be used throughout the development as required by Pasco County code and as described in Appendix J of the Florida Building Code and shall prepare the landscape for more extreme weather conditions. The Applicant shall coordinate with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant material selection, and irrigation system installation.

(k) Conservation education for the residents and other users of the development shall be provided.

(l) Planning and development of the Bexley Ranch DRI shall conform to SWFWMD adopted rules for the Northern Tampa Bay Water Use Caution Area, as applicable. Total water use for the development shall meet the compliance per capita use rate required in the Northern Tampa Bay Water Use Caution Area of 150 gallons per capita per day.

(m) As committed, all wastewater flows from the project will be collected and directed to the public, wastewater-treatment plant. Consequently, wastewater shall not be treated on-site or by a private utility, unless approved by the County.

(n) No septic tanks shall be installed on the Bexley Ranch DRI site. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the applicant/developer shall comply with the applicable Florida Department of Health and FDEP regulations. These temporary measures shall be abandoned when central sewer becomes available.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) The 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 LOS for solid-waste collection/disposal below the acceptable LOS 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 the 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. Commercial and office tenants shall be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the handling and disposal of such materials. In the event that businesses using or producing hazardous materials or medical waste locate within the project, these materials shall be handled in a manner consistent with applicable Federal, State, and local regulations.

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

k. 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 the 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 the County pursuant to requirements of the Land Development Code.

i. Energy

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

(2) All Bexley Ranch 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.

m. Transportation

(1) Proportionate Share: Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the Applicant/Developer's proportionate-share contribution for those improvement projects listed in Exhibit G is Seventy-Eight Million Eight Hundred Sixty-Four Thousand Seven Hundred Thirty-One and 00/100 Dollars (\$78,864,731.00) (the "Proportionate Share") which is expressed in 2005 dollars (July 2005 Florida Department of Transportation [FDOT] costs set out in Exhibit J). The County and the Applicant/Developer agree that the mitigation for Bexley Ranch DRI, Phases I and II, and the satisfaction of the proportionate-share obligation shall be the construction of the pipeline, off-site access-related, and on-site access-related improvements (the "Required Improvements") as depicted on Exhibit H. Exhibit H depicts the total proportionate-share amount as well as credits/deductions from the proportionate-share amount for the required transportation improvements. Exhibit I sets forth the deadlines for construction each of the Required Improvements.

(2) Development Agreement: The County and Developer entered into a Development Agreement dated November 21, 2006, as amended (DA). The DA sets forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Required Improvements. The DA was prepared consistent with Exhibits H and I as amended. In addition, the DA contains: (a) a schedule for the required pipeline projects (the "Pipeline Projects") to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Developer should fail to adhere to the

schedule in the DA, then no further Building Permits or development approvals shall be issued until the Required Improvement obligations have been recommenced to the satisfaction of the County; (c) provisions for assistance from the County in the acquisition of right-of-way, for the Required Improvements as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the Required Improvements will be completed in accordance with the applicable schedule; (e) provisions addressing the payment of transportation impact fees and transportation impact fee credits; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by the County. Changes to the DA which materially affect the requirements in Subsection (1) above, Exhibit H or Exhibit I, or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) All access and intersection improvements, number of access points, spacing, and geometry of access points shown on Map H and Exhibit G attached hereto shall be subject to compliance with the provisions of the County's and the FDOT's access-management regulations. The Developer shall be responsible for construction of all access improvements for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project except where the DA provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site access/site-related intersection improvements and site access/site-related improvements. These improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or the Pasco County transportation impact fee requirements of the development.

(4) Trip Generation Monitoring

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the DRI entitlements 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 in terms of p.m. peak-hour project trip generation, the Developer shall institute a monitoring program to provide external p.m. peak hour counts and projected counts at the project entrances as set forth below. Monitoring shall continue on an annual basis until project buildout and shall be submitted to the County annually from the date of commencement and shall also be included in the biennial report. Each monitoring event shall be conducted within a six (6) month period from the due date for each biennial report to ensure that the counts are relatively current.

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

consecutive fifteen (15) minute totals will be summed to determine the project's total p.m. peak hour traffic volume. This total will include net external trips, diverted trips, and pass-by trips, and pass-by diverted trips. For Phases I and II (cumulative), the total p.m. peak hour project trips at the project entrance driveways was estimated to be 6,377 (3,538 inbound, 2,839 outbound), which included 262 pass-by and 560 internal trips.

(c) If monitoring results demonstrate that the project is generating more than five (5) percent above the number of trips estimated in the original analysis (as stated above) or a traffic-monitoring annual report is not submitted within thirty (30) days of its due date, the County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and may amend the DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

(d) The results of each monitoring report shall be submitted to the County, TBRPC, and FDOT.

(5) Substandard Roads

The Applicant/Developer shall repave Tower Road with twenty four (24) feet of pavement or other pavement width as may be approved by the DRC from Drexel Road to U.S. 41, including any design, regulatory permits as applicable, construction, and right-of-way acquisition needed for such repavement and for any drainage or other improvements needed for such repavement. This improvement shall be completed in accordance with Exhibit I.

(6) Public Transit

The Developer shall comply with the County and the Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses, and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or PCPT. The Developer shall submit the detailed description of the overall transit accommodation plan to Pasco County Growth Management Department for review and DRC approval prior to preliminary plan/preliminary site plan submittal of the first unit or phase within the development. Approval of the detailed description of the overall transit accommodations plan is subject to PCPT review and approval, in accordance with the PCPT Transit Infrastructure Guidelines (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by the County. The Developer shall include and show on any preliminary plan/preliminary site plan submittal the DRC approved transit accommodations facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit accommodations facilities construction is approved with the overall transit accommodations plan. The Applicant/Developer and/or their successors agree to maintain the transit

accommodations facilities in good working condition as determined by the PCPT, and further agree to assume all liability, including obtaining additional insurance if necessary, for the transit accommodations facilities. The Applicant/Developer and their successors shall not refuse the PCPT or any other transit authority, or any of their users/patrons, access to such facilities.

(7) Transportation System Management (TSM)

In the first year following the issuance of a Certificate of Occupancy (CO) 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.

(8) Internal Road Network

Approval of this DO and Map H shall not constitute County determination of compliance with the County's arterial and collector spacing and design standards which determination shall be made at the time of rezoning and/or preliminary plan/preliminary site plan approval. Additions or minor modifications to the internal road network may be needed to comply with the aforementioned standards. Such additions or minor modifications shall not require an amendment to Map H.

o. Educational Facilities

(1) The Applicant/Developer shall comply with the terms of the School Impact Fee Ordinance, No 01-06, adopted February 27, 2001, as amended.

(2) The Applicant/Developer shall convey at no cost to the District School Board of Pasco County (the "School District") real property for two (2) school sites.

(a) The first site shall accommodate a combined elementary/middle school campus as generally depicted on Map H and as specifically approved by the School District. This site shall not abut Sunlake Boulevard and shall be accessed via the east/west internal roadway as depicted on Map H or other roadway other than Sunlake Boulevard as may be approved by the County and the School District. This site shall be a minimum of thirty-five (35) acres of contiguous, developable uplands if the Applicant/Developer provides the combined school site stormwater outside of the thirty-five (35) acre site and the Applicant/Developer assumes responsibility for construction and maintenance of stormwater management/drainage for the site, or forty-five (45) acres of contiguous, developable uplands if stormwater is to be accommodated on the school site. Within thirty (30) days of written request by the School District, the school site shall be conveyed to the School District and the Applicant/Developer shall provide the School District a legal description, sketch, and all other conveyance documents as required by the School District for such school site. The Applicant/Developer shall provide all off-site infrastructure including, but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including, but not limited to, water,

sewer, electric, cable and telephone) to the proposed entrance to the school site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Access to the site suitable for site work and construction shall be completed prior to February 28, 2010. All other infrastructure shall be completed prior to September 1, 2010. All infrastructure shall be completed by the deadlines above or prior to the first record plat for the 1000th dwelling unit, whichever occurs first, unless otherwise approved by the DRC and the School District no later than April 30, 2009. In addition, the Applicant/Developer shall mitigate any isolated wetlands located within the school site boundaries off site prior to February 28, 2010 or prior to the first record plat for the 1000th dwelling unit, whichever occurs first, unless otherwise approved by the DRC and the School District no later than April 30, 2009. To the extent necessary, the School District shall provide all necessary consents, easements, approvals, or other permit applications requested by developer that are necessary for developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the School District, be free and clear of all liens, be exempt from boundaries of all special districts, and be exempt from all covenants and deed restrictions.

(b) The second site shall accommodate an elementary school as generally depicted on Map H and as specifically approved by the School District. This site shall be a minimum of fifteen (15) acres of contiguous, developable uplands if the Applicant/Developer provides the school site stormwater outside of the fifteen (15) acre site and the Applicant/Developer assumes responsibility for construction and maintenance of such stormwater management/drainage for the site or twenty two (22) acres of contiguous, developable uplands if stormwater is to be accommodated on the school site. Within thirty (30) days of written request by the School District, the school site shall be conveyed to the School District and the Applicant/Developer shall provide the School District a legal description, sketch, and all other conveyance documents as required by the School District for such school site. The Applicant/Developer shall provide all off-site infrastructure including, but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including, but not limited to, water, sewer, electric, cable and telephone) to the proposed entrance to the school site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to the first record plat for the 3690th dwelling unit. In addition, the Applicant/Developer shall mitigate any isolated wetlands located with the school site boundaries off site prior to the first record plat for the 3690th dwelling unit. To the extent necessary, the School District shall provide all necessary consents, easements, approvals, or other permit applications requested by developer that are necessary for developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the School District, be free and clear of all liens, be exempt from boundaries of all special districts, and be exempt from all covenants and deed restrictions.

(c) If a roadway conveyance or if either foregoing school site conveyance creates a strip of land between the proposed access roads and either foregoing school site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to the School District.

(d) Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances. Landscape buffers shall be provided along all collector roadways in accordance with the Pasco County Land Development Code as amended. The landscaping and maintenance of all roadway buffers pursuant to this section shall be the responsibility of the Applicant/Developer, homeowners' association (HOA), CDD, or other entity approved by the School District; and the School District must approve landscape design of all buffers pursuant to this section prior to construction.

(e) The Applicant/Developer shall receive School Impact Fee Credit for the foregoing conveyances in the amount of 115 percent of the Pasco County Property Appraiser value at the time of conveyance, and which shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per upland acre actually conveyed to the School District. School Impact Fee Credits shall not begin to accrue until such conveyance is complete.

p. Open Space

(1) The Applicant/Developer shall comply with the provisions of Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County Commissioners on January 29, 2002, and the Neighborhood Parks Ordinance No. 02 26 as amended.

(2) Within thirty (30) days of written request by the County, the Applicant/Developer shall convey at no cost to the County a District Park Site comprising a minimum of eighty (80) contiguous, developable, upland acres collocated with the combined Elementary/Middle School Site. Such location shall be as generally depicted on Map H and as specifically approved by the County and such conveyance shall be eligible for credits in accordance with the Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County Commissioners on January 29, 2002. The Applicant/Developer shall receive Park Impact Fee Credit in the amount of 115 percent of the Pasco County Property Appraiser value at the time of conveyance and which shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per upland acre actually conveyed to the County. Park Impact Fee Credits shall not begin to accrue until such conveyance is complete. All conveyances pursuant to this section shall be in accordance with Section 5(u)(3) of this DO. These requirements shall not affect any obligations of the project relating to neighborhood parks, or any obligation of the project to pay applicable Parks and Recreation Impact fees if no credit is available pursuant to this Section 5.p and the Parks and Recreation Impact Fee Ordinance. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted

toward the eighty (80) contiguous, developable, upland acres. Landscape buffers shall be provided along all collector roadways in accordance with the Pasco County Land Development Code as amended. The landscaping and maintenance of all roadway buffers pursuant to this section shall be the responsibility of the Applicant/Developer, HOA, CDD, or other entity approved by the County and the County must approve landscape design of all buffers pursuant to this section prior to construction.

(3) If a roadway conveyance or the District Park conveyance creates a strip of land between the proposed access roads and the District Park Site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to the County.

(4) The Applicant/Developer shall collocate a Neighborhood Park with the elementary school described in Section 5(o)(2)(b) above. The location of such park shall be subject to approval by the County and shall be in accordance with the Neighborhood Parks Ordinance No. 02-26 as amended.

(5) The Applicant/Developer shall provide all off-site infrastructure including, but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including, but not limited to, water, sewer, electric, cable, and telephone) to the proposed entrance to the District Park Site, and all such connections shall be brought to the physical boundaries of the said site such that no additional jack and bore work will be required under any access roads. Access to the site suitable for site work and construction shall be completed prior to February 28, 2010. All other infrastructure shall be completed prior to September 1, 2010. All infrastructure shall be completed by the above deadlines or prior to the platting of the 1000th residential unit, whichever occurs first, unless otherwise approved by the DRC no later than April 30, 2009. In addition, the Applicant/Developer shall mitigate any isolated wetlands located within the park boundaries off site prior to the platting of the 1000th residential unit or February 28, 2010, whichever occurs first, unless otherwise approved by the DRC no later than April 30, 2009. To the extent necessary, the County shall provide all necessary consents, easements, approvals, or other permit applications requested by the Applicant/Developer that are necessary for the Applicant/Developer to provide such roads, utilities, and mitigation.

(6) Trails in the Greenway Corridor may connect to the Suncoast Parkway Trail and the Starkey Wilderness Preserve at an existing underpass of the Suncoast Parkway, if approved by the County and appropriate permitting agencies. Any such connection shall not violate any previous Suncoast Parkway permits with environmental regulatory agencies and such connection shall be made in accordance with the Memorandum of Understanding between the County and FDOT, approved on February 10, 1998. Any such connection shall comply with the connection standards set by the Suncoast Trail Advisory (Management) Group, which includes Pasco County Parks and Recreation, along with the applicable permitting agencies.

q. Health Care/Police/Fire

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

(2) Bexley Ranch DRI shall be constructed to meet or exceed State and local fire codes and regulations. Prior to the issuance of Building Permits, the Developer shall provide assurance that the buildings (excluding residential or other buildings not otherwise required to be sprinklered) will be supplied with sprinkler systems, and that functioning fire hydrants in sufficient number and appropriate locations to accommodate the firefighting operations will be provided.

(3) Fire Wise principles such as clearing around houses and structures, carefully spacing trees, and maintaining irrigation systems, shall be used in Bexley Ranch.

(4) The Applicant/Developer shall coordinate with the Institute for Business and Home Safety and the Pasco County Emergency Management Department to determine the feasibility of incorporating fire and wind-resistant, "fortified" design criteria into the commercial and office facilities.

r. Libraries

(1) The Applicant/Developer shall convey to the County a library site within the Town Center that can accommodate a 10,000-square-foot building footprint and adequate space to provide parking and up to 20,000 square feet of library facility in the event of future expansion. Parking-lot sharing with neighboring facilities shall be at the option of the County and shall not occur unless approved by the County. In the event that the DRC agrees that the library site can be provided outside of the Town Center, the Applicant/Developer shall convey five (5) contiguous developable upland acres within 400 feet of either Tower Road or Sunlake Boulevard in a specific location determined by the DRC. If a roadway conveyance or the library site conveyance creates a strip of land between the proposed access roads and the library site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to the County.

(2) If such library shall be constructed within the Town Center, the said library shall be designed and constructed in accordance with TND architectural standards and the TND Ordinance. All increased costs to design and construct the said library to comply with TND standards shall be the responsibility of the Applicant/Developer and shall be paid within sixty (60) days of written County request, which shall include written documentation or receipts of the increased costs.

(3) The Applicant/Developer shall provide at its sole expense the following prior to the first record plat of the 2450th dwelling unit or prior to the first record plat for any development within the Town Center:

(a) Road access to the site which shall be no less than a two-lane road designed and paved in accordance with the applicable County standards, the location of which shall be subject to approval by the County, and all necessary intersection improvements.

(b) Infrastructure for stormwater and utilities including, but not limited to, water, sewer, electric, cable, and telephone to the proposed site.

(4) The Applicant/Developer shall receive Library Impact Fee Credit in the amount of 115 percent of the Pasco County Property Appraiser value at the time of conveyance and which shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per upland acre actually conveyed to the County. Library Impact Fee Credits shall not begin to accrue until such conveyance is complete.

(5) Conveyance of the library site shall occur within 120 days of written notice by the County or prior to the first record plat of the 2450th dwelling unit or prior to the first record plat or construction plan approval for any development within the Town Center, whichever occurs first. Such conveyance shall be subject to Section 5(u)(3) of this DO.

s. 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. The Applicant/Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone and for New Mobile Homes Ordinance No. 04-42, adopted September 21, 2004.

t. Housing

The Applicant/Developer has completed an Affordable Housing Analysis for the nonresidential component of Bexley Ranch DRI and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units.

u. General Conditions

(1) Any outstanding amount for initial review by the TBRPC shall be paid within thirty (30) days after a detailed billing in accordance with the rule. 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.

(2) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this DO, the Applicant/Developer shall, subject to the approval by the County and TBRPC, designate the successor entity to be responsible for preparation of the biennial report.

(3) All conveyance required pursuant to this DRI/DO shall be in a form acceptable to the Pasco County Real Estate Division, free and clear of all liens, excluded from the boundaries of all special districts, and exempt from all covenants and deed restrictions.

(4) If there is an internal conflict between provision(s) of this DO, then the more stringent provision(s) shall prevail.

(5) 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).

(6) Should development significantly depart from the parameters set forth in the ADA to an extent that such departure or change creates a reasonable likelihood of additional regional impact, or creates any type of regional impact not previously reviewed by the regional planning agency, the project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

(7) Approval of this development shall require that all of the Developer's commitments set forth in Exhibit D be honored, except as they may be superseded by specific terms of the DO.

v. Procedures

(1) Biennial Reports

(a) Monitoring of Bexley Ranch DRI by the County shall be the responsibility of the County Administrator or his designee.

(b) 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 Section 9J-2025(7), FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, the 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.

(d) In addition to the required elements of the biennial report, the Applicant/Developer shall include:

i. The cumulative number of units developed through the land use tradeoff mechanism.

ii. The cumulative number of units (dwelling units by type, square feet of retail, etc.) with site plan approval (preliminary plan, construction plan, and site plan), final plat approval, and COs.

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels).

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

vi. All applicable monitoring reports as identified in this DO for groundwater, stormwater, transportation, and environmental issues.

(2) Amendments/Substantial Deviations

(a) Proposed changes to this DO are subject to review pursuant to the provisions of Section 380.069(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, FDCA, and County.

(3) 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 DO, the Notice of Adoption and an additional original executed Notice of Adoption to the Pasco County Growth Management Department. The Pasco County Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

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

(4) Severability

Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the resolution shall be suspended until such time that the Board of County Commissioners modifies the DO to address the illegal or invalid provision; provided, however, such determination shall not affect the validity of a) DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO; or b) any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the resolution shall not be suspended if the

Applicant/Developer and all affected successors or assigns agree to abide by all provisions of the resolution until an NOPC is adopted to modify the DO in order to address the illegal or invalid provision. NOPC's to the DO shall not be considered challenges to the DO and decisions by the Board of County Commissioners regarding any NOPC or the like shall not have the effect of suspending the DO under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this resolution and the challenged portion of the resolution is subsequently declared illegal or invalid, the resolution shall not be suspended and shall remain in full force and effect, except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as a result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal.

DONE AND RESOLVED this 25th day of March, 2008.



JED PITTMAN, CLERK

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Ted Schrader

APPROVED

TED SCHRADER, CHAIRMAN

MAR 25 2008

By: _____

Print

Its _____

Title

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 1-71 OF 71 PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 25th of March 2008
JED PITTMAN, CLERK TO THE BOARD
BY Doreen Bady Deputy Clerk D.C.

EXHIBITS

- A. Application (ADA* and 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. Proportionate Share Calculation – Roadway Improvements and Intersection Improvements
- H. Transportation Impact Table
- I. Transportation Impact Chronology Table
- J. July 2005 FDOT Costs

* Incorporated by reference only

EXHIBIT A

ADA AND SUFFICIENCY RESPONSES

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

EXHIBIT B

TBRPC DRI FINAL REPORT

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

EXHIBIT C

LEGAL DESCRIPTION

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT C

LEGAL DESCRIPTION

PARCEL I

LANDS COMPUTED OR CALCULATED BY ACREAGE OR LAND AREA, THE NORTH LINE OF WHICH RUNS IN AN EAST-WEST DIRECTION PARALLEL TO THE NORTH BOUNDARY OF TOWNSHIP 26 SOUTH RANGE IS 18 EAST, PASCO COUNTY, FLORIDA, AND ALL LYING AND BEING IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA:

SECTION 3: THAT PART OF THE NW 1/4 OF NW 1/4 AND THAT PART OF THE SE 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY, AND THE SW 1/4 OF NW 1/4, THE SW 1/4, THE W 1/2 OF SE 1/4, AND THE SE 1/4 OF SE 1/4.

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: ALL

SECTION 10: ALL

SECTION 11: THAT PART OF THE SW 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY SEABOARD AIR LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHWEST-SOUTHEAST DIRECTION ACROSS THE LAND, AND THE SW 1/4 LESS THAT PART THEREOF LYING SOUTHEASTERLY OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY ATLANTIC COAST LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHEAST-SOUTHWEST DIRECTION ACROSS THE LAND.

SECTION 15: THAT PART OF THE W 3/4 LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 16: ALL.

SECTION 17: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 18: ALL.

SECTION 19: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 20: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

PARCEL II

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, BEING A PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT- OF-WAY, LOCATED IN THE NE 1/4 AND W 1/2 OF SECTION 15, SECTION 16, THE SE 1/4 OF SECTION 17 AND THE NE 1/4 OF SECTION 20, ALL IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, EXTENDING SOUTHWESTERLY FROM A POINT OF BEGINNING LOCATED IN SAID SECTION 15 AT THE INTERSECTION OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND THE CENTER LINE OF TOWER ROAD ACROSS A PORTION OF SAID SECTION 15, SAID SECTION 16, THE SE 1/4 OF SAID SECTION 17, AND THE NE 1/4 OF SAID SECTION 20, AND TERMINATING AT A POINT ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20 AT A POINT 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20, INCLUDING ALL OF THE SAID SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY EXTENDING FROM SAID POINT OF BEGINNING TO THE POINT OF TERMINATION THEREOF, INCLUDING ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY CONVEYED HEREBY IS FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT A POINT AN THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, WHICH POINT LIES 260.4 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 15; RUN THENCE ON A TANGENT BEARING SOUTH 38 DEGREES 33 MINUTES WEST FOR A DISTANCE OF 1,237.2 FEET TO THE POINT OF CURVATURE OF A 3 DEGREE CURVE; THENCE ON A DEGREE CURVE TO THE RIGHT A DISTANCE OF 1,031.1 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE AN A TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 135 FEET, MORE OR LESS, TO INTERSECT THE CENTER LINE OF TOWER ROAD, WHICH POINT IS THE POINT OF BEGINNING OF THIS CENTER LINE DESCRIPTION; CONTINUE THENCE ON SAID TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 3,556 FEET TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF SAID SECTION 15, ALSO BEING THE EAST BOUNDARY LINE OF SECTION 16 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ACROSS SAID SECTION 16 A DISTANCE OF 5,601.5 FEET TO INTERSECT THE WEST BOUNDARY LINE OF SAID SECTION 16, ALSO THE EAST BOUNDARY LINE OF SAID SECTION 17 IN SAID TOWNSHIP AND RANGE, AT A POINT 543.9 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 17; RUN THENCE ON A TANGENT BEARING SOUTH 69 DEGREES 30 MINUTES WEST FOR A DISTANCE OF 1,534.1 FEET TO THE POINT OF CURVATURE OF A 30 MINUTES CURVE, THENCE ON A 30 MINUTES CURVE TO THE RIGHT FOR A DISTANCE OF 39.6 FEET TO THE SOUTH BOUNDARY LINE OF THE ABOVE-DESCRIBED SECTION 17, ALSO BEING THE NORTH BOUNDARY LINE OF SECTION 20 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ON SAID 30 MINUTES CURVE TO THE RIGHT A DISTANCE OF 460.4 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE ON A TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 760 FEET, MORE OR LESS, TO A POINT LOCATED ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20, WHICH POINT LIES 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20 AND IS THE POINT OF TERMINATION OF THIS CENTER LINE DESCRIPTION.

THE PORTION OF SAID RIGHT-OF-WAY LOCATED WITHIN SAID SECTIONS 15, 17 AND 20 IS 120 FEET IN WIDTH LYING 60 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND WAS ACQUIRED BY THE ORANGE BELT RAILWAY COMPANY, A FLORIDA CORPORATION, BY DEED DATED JUNE 13, 1890, AND RECORDED FEBRUARY 18, 1891, IN DEED BOOK 9, PAGE 592, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE PORTION OF SAID RIGHT-OF-WAY LYING WITHIN SAID SECTION 16 IS 200 FEET IN WIDTH, LYING 100 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY.

PARCEL III

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER 120 FOOT WIDE RIGHT-OF-WAY, BEING PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT-OF-WAY, LOCATED IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, LYING 60 FEET EACH SIDE OF THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER MAIN TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 AND THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS 1,238.8 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 19; THENCE EXTEND SOUTHWESTERLY ALONG SAID CENTER LINE ON TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 5,603.7 FEET TO THE WEST BOUNDARY LINE OF SAID SECTION 19, INCLUDING ALL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY IN SAID SECTION 19 AND ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

LESS AND EXCEPT, HOWEVER, THAT PORTION OF SAID FORMER RIGHT-OF-WAY THAT EXTENDS FROM THE WEST BOUNDARY OF SAID SECTION 19 A DISTANCE OF 833.36 FEET INTO SAID SECTION 19.

LESS RIGHTS OF WAY IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 303, PAGE 18, OFFICIAL RECORDS BOOK 3444, PAGE 936, RE-RECORDED IN OFFICIAL RECORDS BOOK 3448, PAGE 390, OFFICIAL RECORDS BOOK 3444, PAGE 1027, OFFICIAL RECORDS BOOK 3444, PAGE 1030, OFFICIAL RECORDS BOOK 3832, PAGE 1936 AND OFFICIAL RECORDS BOOK 3832, PAGE 1943

PARCELS I, II AND III BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, SOUTH 89°41'26" EAST, A DISTANCE OF 554.53 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 589, SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID NORTH BOUNDARY LINE, SOUTH 67°44'00" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 422.49 FEET; THENCE CONTINUE ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING TWENTY-SIX (26) DESCRIBED COURSES: (1) SOUTH 02°48'31" EAST, A DISTANCE OF 460.31 FEET; (2) THENCE SOUTH 67°16'54" WEST, A DISTANCE OF 388.09 FEET; (3) THENCE SOUTH 07°51'14" EAST, A DISTANCE OF 502.99 FEET; (4) THENCE SOUTH 05°51'10" EAST, A DISTANCE OF 601.76 FEET; (5) THENCE SOUTH 32°36'03" EAST, A DISTANCE OF 537.76 FEET; (6) THENCE SOUTH 00°10'35" WEST, A DISTANCE OF 721.22 FEET; (7) THENCE NORTH 88°57'06" WEST, A DISTANCE OF 379.81 FEET; (8) THENCE SOUTH 07°53'48" WEST, A DISTANCE OF 1319.98 FEET; (9) THENCE SOUTH 04°05'08" WEST, A DISTANCE OF 1249.46 FEET; (10) THENCE SOUTH 41°54'14" EAST, A DISTANCE OF 939.86 FEET; (11) THENCE SOUTH 08°09'14" WEST, A DISTANCE OF 155.34 FEET; (12) THENCE NORTH 89°25'37" WEST, A DISTANCE OF 189.75 FEET; (13) THENCE NORTH 44°47'10" WEST, A DISTANCE OF 335.43 FEET; (14) THENCE NORTH 18°21'41" WEST, A DISTANCE OF 251.24 FEET; (15) THENCE NORTH 64°51'52" WEST, A DISTANCE OF 125.07 FEET; (16) THENCE SOUTH 01°12'17" WEST, A DISTANCE OF 587.23 FEET; (17) THENCE SOUTH 00°24'38" WEST, A DISTANCE OF 2907.58 FEET; (18) THENCE SOUTH 89°36'55" EAST, A DISTANCE OF 174.85 FEET; (19) THENCE SOUTH 76°25'46" EAST, A DISTANCE OF 395.64 FEET; (20) THENCE SOUTH 15°29'58" EAST, A DISTANCE OF 218.56 FEET; (21) THENCE SOUTH 76°54'03" WEST, A DISTANCE OF 637.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS 22718.31 FEET AND A CENTRAL ANGLE

OF 05°52'02"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2326.45 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 02°47'01" EAST AND A CHORD DISTANCE OF 2325.44 FEET, TO A POINT OF TANGENCY; (22) THENCE SOUTH 05°42'50" EAST, A DISTANCE OF 853.06 FEET; (23) THENCE NORTH 81°15'47" EAST, A DISTANCE OF 380.74 FEET; (24) THENCE SOUTH 09°16'45" EAST, A DISTANCE OF 320.42 FEET; (25) THENCE SOUTH 55°26'34" WEST, A DISTANCE OF 456.61 FEET; (26) THENCE SOUTH 05°42'09" EAST, A DISTANCE OF 4770.05 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, NORTH 72°55'48" EAST, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 4367.88 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 19 AND 20, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 00°36'15" E, ALONG SAID COMMON BOUNDARY, A DISTANCE OF 125.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID COMMON BOUNDARY, NORTH 72°55'48" E, ALONG SAID NORTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 2764.66 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 20; THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°28'44" W, ALONG SAID WEST BOUNDARY, A DISTANCE OF 125.86 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 72°55'48" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 789.10 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 11519.19 FEET AND A CENTRAL ANGLE OF 02°29'11"; THENCE EASTERLY, ALONG THE ARC OF THE SAID CURVE AND SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 499.91 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 71°40'24" EAST AND A CHORD DISTANCE OF 499.87 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 70°25'48" EAST A DISTANCE OF 1506.91 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, SOUTH 00°14'58" W, ALONG SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, A DISTANCE OF 480.61 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, SOUTH 89°24'20" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 16, A DISTANCE OF 2633.41 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, SOUTH 89°24'34" EAST A DISTANCE OF 2633.41 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 21, NORTH 00°19'39" E, ALONG THE COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, TOWNSHIP 26 SOUTH, RANGE 18 EAST, A DISTANCE OF 2413.37 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, NORTH 70°24'57" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 3594.07 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 19°39'57" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 149.58 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 70°20'04" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, A DISTANCE OF 141.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1075.00 FEET AND A CENTRAL ANGLE OF 03°28'49"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 65.30 FEET, SAID

CURVE HAVING A CHORD BEARING OF NORTH 68°35'39" EAST AND A CHORD DISTANCE OF 65.29 FEET TO A POINT OF A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1820.08 FEET AND A CENTRAL ANGLE OF 12°47'27"; (2) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 405.26 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 61°16'52" EAST AND A CHORD DISTANCE OF 404.42 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 28°57'24"; (3) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 118.77 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 40°25'27" EAST AND A CHORD DISTANCE OF 117.51 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 25°56'45" EAST, A DISTANCE OF 32.34 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 09°06'56"; (5) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 42.16 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 30°30'13" EAST AND A CHORD DISTANCE OF 42.12 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 THE NORTHEAST 1/4 OF THE AFORESAID SECTION 15; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 00°17'56" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1049.92 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 THE NORTHEAST 1/4 OF SECTION 15; THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°31'35" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 787.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE AFORESAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, SAID NON-TANGENT CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 07°27'23"; THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID NON-TANGENT CURVE, A DISTANCE OF 81.34 FEET, SAID NON-TANGENT CURVE HAVING A CHORD BEARING OF NORTH 28°49'33" EAST AND A CHORD DISTANCE OF 81.28 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 15°58'35"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID REVERSE CURVE, A DISTANCE OF 160.33 FEET, SAID REVERSE CURVE HAVING A CHORD BEARING OF NORTH 33°05'09" EAST AND A CHORD DISTANCE OF 159.81 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 36°20'38"; (2) THENCE EASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 161.75 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 59°14'46" EAST AND A CHORD DISTANCE OF 159.05 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 77°25'05" EAST, A DISTANCE OF 109.11 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 37°56'16"; (4) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 148.98 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 58°26'57" EAST AND A CHORD DISTANCE OF 146.27 FEET TO A POINT OF TANGENCY; (5) THENCE NORTH 39°28'48" EAST, A DISTANCE OF 1933.55 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, NORTH 34°56'51" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, A DISTANCE OF 10510.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°59'32" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 445.97 FEET TO THE COMMON CORNER BETWEEN SECTIONS 3 AND 4, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 4, NORTH 89°41'33" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'19" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 5, NORTH 89°41'05" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTH 1/4

CORNER OF SAID SECTION 5; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°40'50" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, NORTH 89°39'11" WEST, A DISTANCE OF 11.46 FEET TO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 18 EAST; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST A DISTANCE OF 2632.87 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST, A DISTANCE OF 14.34 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'26" WEST A DISTANCE OF 2075.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 6871.239 ACRES OF LAND, MORE OR LESS.

EXHIBIT D

DEVELOPER'S COMMITMENTS

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

SECTION III - DEVELOPER COMMITMENTS
DRI #255 - BEXLEY RANCH
PASCO COUNTY

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), or the Third Sufficiency Response (SR3):

GENERAL

1. *A Town Center [Village Center] will be located on the south central portion of the Project that will provide additional housing options, employment and shopping opportunities. (ADA/Page 10.2)*
2. *The core of the Town Center [Village Center] will be surrounded by pedestrian friendly neighborhoods of detached single-family residences on smaller lots, referred to as Traditional Neighborhood Design (TND). (ADA/Page 10.3)*
3. *The Town Center [Village Center] will also incorporate a large lake directly adjacent to the core which will provide a place for sidewalk cafes and pedestrian interaction with the non-residential uses. (ADA/Page 10.4)*
4. *The greenway corridors include connected wetland systems, significant forested areas, and passive open spaces, linking sensitive environmental areas and providing opportunities for conservation, wildlife movement and recreation. In total, the greenways will encompass approximately 1,666 acres, 24 percent of the Project's total area. The greenway system will include an estimated 909 acres of wetlands and 757 acres of uplands. The Project's greenways will be connected, through a trailhead at the Anclote River/Suncoast Parkway underpass, to the extensive conservation and recreation area of the Starkey Preserve Wilderness Area. This will include connection to the Suncoast Trail, a pedestrian and bicycle trail located adjacent to, and west of, the parkway. (ADA/Page 10.4)*
5. *Pocket parks will be constructed in residential areas to serve the needs of the residences. (ADA/Page 10.11)*
6. *The development will increase the supply of safe, affordable and sanitary housing in the region. (ADA/Page 10.12)*
7. *Access to greenway systems on site will be provided for the public. (ADA/Page 10.15)*
8. *The choice of which (elementary) school will be constructed will be determined by future negotiations with the Pasco County School Board. (SR1/Page 10.1)*
9. *The proposed Project includes a bicycle/pedestrian system which will link elementary and*

middle school sites, neighborhood and community parks, and residential areas. A greenway and bicycle/pedestrian system will also link the residential areas to the Town Center [Village Center] and the other commercial/office sites within the Project. (SR1/Page 10.4)

10. *The applicant will make every reasonable effort to conclude the [reclaimed water source] agreement prior to the issuance of the Development Order. (SR2/Page 10.8)*
11. *The Developer is committed to developing a high quality community, that may include a golf course, that adheres to the principles of the [Audubon Signature] Gold Program: wildlife conservation and habitat enhancement; waste reduction and management; energy efficiency; water conservation; water quality management; and Integrated Pest Management (where appropriate). (SR2/Page 10.8)*
12. *The recommendation for surface and groundwater analysis prior to any construction activity... is assumed to be a proposed requirement of the development order. (SR2/Page 10.10)*

VEGETATION, WILDLIFE AND WETLANDS

1. *The vast majority of wetlands will be preserved with the greenway system or otherwise not be impacted. (ADA/Page 10.10)*
2. *The vast majority of the on-site wetland system associated with the Anclote River and Sandy Branch, including mixed wetland forest, cypress stands, swamps and marshes of Bexley Ranch will be protected and maintained, thus preserving the functioning of these natural systems. (ADA/Page 10.13)*
3. *On-site wetlands will be retained in their natural state or enhanced. (ADA/Page 10.15)*
4. *A total of approximately 2,600 acres will remain in wetland and upland preservation, conservation and open space area following development. (ADA/Page 12.5)*
5. *A series of measures is being proposed to protect listed (and non-listed) wildlife that use the site. These include the following:*
 1. Maintenance of a greenway corridor centered on the Anclote River and adjacent hardwood hammocks.
 2. Preservation of larger, deeper marshes.
 3. Preservation of major wetland systems and creation of greenways along drainages.
 4. Improvement of hydrologic conditions conducive to colonization of shrubby areas as colonial nesting sites.
 5. Preservation of xeric habitat along the north boundary west of the Anclote River.
 6. Preservation of wetlands, including the wetland containing *Litsea aestivalis*.
 7. Preservation of low hammock/wetland areas and trapping/removal of feral hogs.

8. Relocation of species, such as the gopher tortoise or pine lily, to suitable on-site habitats that will remain after development. (ADA/Page 12.27)
6. *Existing hydroperiods and SHWLs in preserved wetlands will be sustained through various means including maintaining existing hydrologic connections, enhancing or restoring historical connections where possible, and setting the control elevations of the Project's surface water management systems at levels that will maintain or enhance the wetland hydrology. (ADA/Page 13.15)*
7. *Mitigation areas will be protected with appropriate conservation easements. (ADA/Page 13.16)*
8. *The applicant will be developing a coordinated mitigation plan that will provide at least 1:1 replacement of any wetland acreage lost due to impacts, plus restoration or enhancement of additional wetlands. (ADA/Page 13.19)*
9. *The trails will be designed to avoid sensitive environmental areas (uplands and wetlands). They will be located on uplands and will only impact wetlands at necessary crossing points. Wetland impacts at crossings will be avoided/minimized as much as practical. (SR1/Page 10.5)*
10. *After buildout, small areas now classified as pine plantation and pine regeneration will be located within the Greenways Corridors. They will not be managed for lumber or pulp production. (SR1/Page 10.5)*
11. *The current grazing intensity is one unit (cow and calf) per 5 acres. No new areas of pasture will be created and there will be no increase in grazing intensity. No new areas will be opened for silviculture activities. (SR1/Page 10.6)*
12. *The Bexley Ranch project will preserve approximately 1,666 acres within the greenway corridors. Appropriate portions of these areas will be protected through conservation easements. (SR1/Page 10.7)*
13. *Appropriate spacing of ponds from natural wetlands, not excavating through confinement layers, setting control structures to control rates of water release and pool elevations, selective lining of ponds that would otherwise de-water wetlands are some of the methods that will be used to protect wetland water levels. (SR1/Page 10.8)*
14. *Regionally-significant upland habitat will be protected by inclusion within the greenway corridor system. Of the approximately 1,553 acres of uplands currently on the site, other than improved pasture, approximately 525 acres (33 percent) will be preserved after development. The vast majority of these areas will be located within the greenway corridors. In total, the greenway corridors will contain 757 acres of uplands which will be managed to*

maintain and enhance their habitat value. (SR1/Page 10.8)

15. *All infrastructure construction in either the primary or secondary [bald eagle] protection zones would occur in the non-nesting season. If single-family residential home construction in the secondary protection zone occurs in the nesting season, such construction would be done in accordance with the [FFWCC's] Bald Eagle Monitoring Guidelines. (SR2/Page 12.3)*
16. *The applicant has committed to prepare and submit to Pasco County and the FFWCC a Habitat Management Plan prior to final site plan approval. (The anticipated concepts and features are listed.) (SR2/Page 12.2)*
17. *The applicant will provide within a habitat management plan, guidelines for protecting the (Florida Sandhill) cranes during and after development. (SR2/Page 12.4)*
18. *Southeastern American kestrels will be encouraged to remain post-development by maintaining open foraging habitats within the greenways and by placing nest boxes at strategic locations in the greenways and near grassy berms of surface water management ponds. (SR2/Page 12.4)*
19. *Table 10-2 (SR2) shows that substantial acreages of pine flatwoods, pine-mesic oak, live oak and sand live oak upland forest will be preserved as well as most forested wetlands. This acreage will provide suitable habitat for the Sherman's fox squirrel. In addition, the habitat management plan will include measures to encourage Sherman fox squirrels to remain on-site. (SR2/Page 12.4)*
20. *The applicant will develop an indigo snake protection plan. Said plan will include educational materials to assist workers in correctly identifying the snake and reporting their occurrence to the USFWS. The approved plan will be included in the habitat management plan for Bexley Ranch. (SR2/Page 12.5)*

WATER QUALITY

1. *All prudent, appropriate and necessary steps will be followed for the duration of the Project to ensure protection against water quality contamination from erosion resulting from development activities. Best management practices will be used when working in or near wetlands within the Project site as well as when working adjacent to wetlands beyond the property boundaries. These measures include the use of erosion control devices, which will be installed prior to construction. Devices and methods used will include silt screens and hay bales, and newly exposed surfaces will be seeded or sodded as soon as practicable. Any excavated wetland spoil material will be stockpiled on an upland location and enclosed with siltation curtains, as necessary to ensure no adverse impacts to water quality. Erosion*

control devices will remain in place throughout the duration of the construction until all construction areas and surrounding areas are stabilized. Silt screens and hay bales will be maintained and inspected daily during the time of construction. (ADA/Page 13.18)

2. *The proposed development will provide a system of stormwater ponds, wetland treatment areas and control structures designed to detain stormwater for the removal of suspended solids, heavy metals, and nutrients prior to the release of these waters offsite. Best management practices will be practiced on the golf course and in the common areas. (ADA/Page 14.7)*
3. *In the post-development condition, stormwater management facilities will be designed in a manner where no adverse impacts to environmentally sensitive areas, upstream and downstream properties and water quality result. (ADA/Page 19.5)*
4. *The depths of the lakes, ponds and surface water management systems will minimize the interconnection between the surface water features and the potable aquifer system. (SR1/Page 10.11)*
5. *Only sandy soils, varying from the fine sand to slightly clayey fine sand, will be excavated for reuse on-site during land development activities. After deep test borings are performed and evaluated, the project geotechnical consultant will provide suggested pond/lake excavation depths, in general keeping 10-feet of soil buffer over the top of the weathered limestone surface, and no deep semi-confining unit clayey materials will be excavated. During pond/lake excavation activities, if unforeseen subsurface conditions are noted, the contractor will be required to immediately cease excavation in the area, and the project geotechnical consultant and project civil engineer will be immediately notified to provide input. The contractor will be required to immediately and effectively repair any subsurface problems or anomalies prior to proceeding in an area of concern. Development of the property will be sensitive to the presence and integrity of the semi-confining clayey unit and the limestones of the upper Floridan Aquifer. (SR1/Page 10.13)*
6. *A number of piezometers will be installed on-site to monitor water levels and readings will be recorded before, during and after construction. (SR1/Page 14.1)*
7. *The stormwater management system will consist of a series of detention/retention ponds designed to maintain the hydroperiods of the existing wetlands. The ponds will provide water quality (improvement) through vegetated littoral shelves, sand filters and other means of water treatment as approved by SWFWMD and Pasco County. Existing wetlands will be utilized for both water quality and quantity management where feasible. In these areas, pretreatment swales, ponds, etc. will be located for stormwater to pass through prior to entering an existing wetland. (SR1/Page 14.2)*

SOILS

1. *Deep test borings will be performed and evaluated by the project geotechnical consultant in all proposed pond/lake excavation areas during the project design and permitting phases. (SR1/Page 10.13)*
2. *Development of the property will be sensitive to the presence and integrity of the semi-confining clayey unit and the limestones of the upper Floridan Aquifer. (SR1/Page 10.13)*

FLOODPLAINS

Any impacts to the existing 100-year floodplain will be mitigated through on-site floodplain mitigation ponds and/or potential off-site ponds consistent with the pre/post regional floodplain analysis. (SR2/Page 16.1)

WATER SUPPLY

1. *The developer intends to incorporate reclaimed water (effluent) from Pasco County into the development's Non-Potable Water Plan. (ADA/Page 17.7)*
2. *Non-Potable water to serve the irrigation needs for commercial and office areas, parks, schools, recreation centers and golf course, will be provided by on-site wells, existing and proposed. (ADA/Page 17.8)*
3. *The Developer will commit to encourage the use of water conserving materials and the responsible use of water by the occupants. (ADA/Page 17.9)*
4. *The developer will use the lowest quality of water available for irrigation purposes. Those sources will include non-potable quality groundwater, stormwater, and/or reclaimed water (when available). Irrigation systems shall be designed, installed, and operated for water use efficiency and will be developed by an irrigation contractor licensed or certified by the State of Florida. (ADA/Page 17.9)*
5. *Non-potable water will be used along main collector roadways to irrigate the proposed landscaped areas. (SR1/Page 17.1)*
6. *Based on several discussions with the Pasco County Utilities Department, it was determined that there is capacity available and that reclaimed water service will be provided to the project upon development. (SR1/Page 17.5)*
7. *... the landscaping and irrigation of these (commercial and office) areas on Bexley Ranch will share the objectives of the FY&N program to: reduce stormwater runoff; decrease non-point source pollution; conserve water; enhance wildlife habitat (where appropriate); and create beautiful landscapes. (SR1/Page 17.13)*

WASTEWATER MANAGEMENT

1. *There are no industrial or industrial-related uses proposed within this Project. (ADA/Page 18.2)*
2. *When temporary septic tanks are required, appropriate soil testing will be performed prior to installation. (SR2/Page 18.1)*

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

... 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 including any requirements for separation of such solid waste materials from the solid waste stream. (ADA/Page 20.3)

TRANSPORTATION

1. *Through the adoption of the Development Order, Map H and subsequent zoning approvals, the applicant will provide assurance that adequate right-of-way within designated corridors will be reserved and protected. (ADA/Page 21.7)*
2. *Bexley Ranch has been designed to complement transit use and will work with Pasco County Public Transportation 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 21-7)*

AIR QUALITY

3. *In order to minimize the amount of fugitive dust, only the individual parcels of land where construction is scheduled to proceed will be cleared. Additional measures to be employed to minimize fugitive dust include sodding, seeding, mulching, or planting of landscaped materials in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22.1)*

POLICE & FIRE

1. *The applicant has expressed a willingness to discuss the incorporation of "environmental design concepts" with the Pasco County Sheriff's office in an effort to reduce crime. (SR1/Page 25.1)*
2. *The Developer will use applicable Fire Wise principles such as clearing around houses and*

structures, carefully spacing trees, and maintaining irrigation systems. (SR1/Page 25.2)

RECREATION AND OPEN SPACE

1. *The trails in the Greenway Corridor will connect to the Suncoast Parkway Trail and the Starkey Preserve Wilderness Area via a trailhead at an existing under pass of the Suncoast Parkway. (ADA/Page 26.3)*
2. *Greenways and environmentally-sensitive features will be maintained by the Developer or successors such as a Home Owners Association, and/or as directed by the permitting agencies. (SR2/Page 26.1)*
3. *The Project will contain approximately 205 acres of community parks. (SR3/Table 10-2)*

EDUCATION

1. *The developer has agreed to “school site dedication language” developed by the County Attorney’s office including a provision that additional mitigation land will be provided if a proposed school site contains isolated wetlands that must be removed in order to construct the school. (SR2/Page 27.1 as supplemented by SR3/Page 27.1)*

ENERGY

Natural gas will be available to the project. (SR1/Page 29.1)

EXHIBIT E

LAND USE EQUIVALENCY MATRIX

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

**EXHIBIT E
BEXLEY RANCHO DRI
LAND USE
EQUIVALENCY MATRIX**

Change To:	Single Family	Multi-Family	Retail 8.50K	Retail 180K	Retail 120K	Office 25K	Office 100K	Office 125K
Change From:								
Single Family	N/A	1.27 du/du (1.2734) ³	55 sf/du (0.0551) ³	195 sf/du (0.1946) ³	161 sf/du (0.1614) ³	181 sf/du (0.1807) ³	406 sf/du (0.4058) ³	440 sf/du (0.4404) ³
Multi-Family	0.79 du/du (0.7853) ³	N/A	43 sf/du (0.0433) ³	153 sf/du (0.1528) ³	127 sf/du (0.1267) ³	142 sf/du (0.1419) ³	319 sf/du (0.3187) ³	346 sf/du (0.3458) ³
Retail 8.50K	18.14 du/kssf (18.1383) ³	23.10 du/kssf (23.0972) ³	N/A	3,529 sf/kssf (3.5290) ³	2,927 sf/kssf (2.9274) ³	3,278 sf/kssf (3.2781) ³	7,361 sf/kssf (7.3614) ³	7,987 sf/kssf (7.9873) ³
Retail 180K	5.14 du/kssf (5.1398) ³	6.55 du/kssf (6.5450) ³	283 sf/kssf (0.2834) ³	N/A	830 sf/kssf (0.8295) ³	929 sf/kssf (0.9289) ³	2,086 sf/kssf (2.0860) ³	2,263 sf/kssf (2.2633) ³
Retail 120K	6.20 du/kssf (6.1960) ³	7.89 du/kssf (7.8900) ³	342 sf/kssf (0.3416) ³	1,206 sf/kssf (1.2055) ³	N/A	1,120 sf/kssf (1.1198) ³	2,515 sf/kssf (2.5146) ³	2,728 sf/kssf (2.7284) ³

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> |
|-----------------|----------------|-----------------|----------------|
| Single Family | 4,450 dus | 4,930 dus | 5,400 dus |
| Multi - Family | 540 dus | 600 dus | 660 dus |
| Retail | 180,000 sf | 308,500 sf | 550,000 sf |
2. Example exchanges:
Add 44,035 sf office 125K by reducing single family dus, 44,035 sf divided by 440 sf/du equals 100 dus
 3. Actual Equivalency factor for use in calculations
 4. Office entitlements may not be exchanged for other entitlements.

TABLE 2
PM PEAK HOUR BUILDOUT TRIP GENERATION
Bexley Ranch DRI

Land Use	ITE ¹ Land Use Code	Size	Gross P.M. Peak Hour		Internal Capture		Passer-By Capture		Net P.M. Peak Hour		Total	Two-Way External Trip Rate
			In	Out	In	Out	In	Out	In	Out		
Single Family	210	4930 du	2303	1296	109	70	0	0	2194	1226	3420	0.694/du
Multi-Family Res.	220	600 du	230	113	10	6	0	0	220	107	327	0.545/du
Retail	820	8.5 ksf	59	64	6	10	0	0	53	54	107	12.588/ksf
Retail	820	180 ksf	444	482	49	72	86	77	309	333	642	3.567/ksf
Retail	820	120 ksf	340	368	38	56	51	48	251	265	516	4.300/ksf
Office	710	25 ksf	18	89	6	5	0	0	12	84	96	3.840/ksf
Office	710	100 ksf	32	159	10	10	0	0	22	149	171	1.710/ksf
Office	710	125 ksf	37	182	11	11	0	0	26	171	197	1.576/ksf

1. ITE's Trip General Manual, 6th Edition, see Table 21-5 of Third Sufficiency Response for additional information regarding trip generation.

EXHIBIT F

MAP H - MASTER PLAN

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

Land Use	Phase I	Phase II	Phase III	Total
Residential (Covalling units)	2,450	2,480	1,070	6,000
Single Family				2,000
Multifamily	2,450	3,000	1,470	7,000
Total	125,000	73,221	91,500	294,721
Commercial	337,200	200,000		537,200
Office				537,200

Land uses may be modified in accordance with the proposed Land Use Estimations Map.

LEGEND	
[Symbol]	WETLANDS
[Symbol]	POTENTIAL WETLAND MITIGATION
[Symbol]	GREENWAY CORRIDOR
[Symbol]	WILDLIFE CORRIDOR
[Symbol]	RESIDENTIAL
[Symbol]	UPLANDS PRESERVED
[Symbol]	OPEN SPACE
[Symbol]	SCHOOLS/DISTRICT PARK
[Symbol]	TOWNCENTER
[Symbol]	OFFICE
[Symbol]	EAGLES NEST
[Symbol]	PRIMARY EAGLE PROTECTION ZONE
[Symbol]	SECONDARY EAGLE PROTECTION ZONE
[Symbol]	ACCESS POINTS
[Symbol]	FAMILY CELEBRARY
[Symbol]	TRAIL HEAD/AMENITY CENTER

REVISED:
7/19/07 PPK/2AC



MAP H
REVISED MASTER
DEVELOPMENT
PLAN
JULY 2007

SEC. TWP. RGE.
Designed by: WILSONMILLER
Drawn by: CVO/01895
Checked by:
Date: 12/29/05
Scale: 1"=1,000'
PIN: 03918-001-000
File #:

BEXLEY RANCH

PASCO COUNTY, FLORIDA

A Development
of
Regional Impact
by



WilsonMiller

Planners • Engineers • Ecologists • Surveyors
Landscape Architects • Transportation Consultants

WilsonMiller, Inc.
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2305 North 26th Street • Tampa, Florida 33605
Phone: 813-233-8800 • Fax: 813-233-0000
Web-Site: www.wilsonmiller.com

EXHIBIT G

PROPORTIONATE SHARE CALCULATION

ROADWAY IMPROVMENTS AND INTERSECTION IMPROVEMENTS

DRI NO. - 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT G

TABLE 21-14 (revised 2/02/06)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
Bexley Ranch DRI

Road	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase I - 2010									
SR 54	W. Ramps to Suncoast Pkwy-EB	0.15	6 LD	3,658,166 ¹	239	930	25.70	548,725	141,016
	W. Ramps to Suncoast Pkwy-EB	0.15	4 LD	3,658,166 ¹	164	930	17.63	548,725	96,764
	Suncoast Pkwy to Suncoast DRI E-EB	0.30	8 LD	6,595,737 ¹	415	1,680	24.70	1,978,721	488,791
	Suncoast Pkwy to Suncoast DRI E-WB	0.30	4 LD	6,595,737 ¹	286	1,680	17.02	1,978,721	336,854
	Suncoast DRI E to Sunlake Blvd. - EB	2.03	6 LD	3,658,166 ¹	100	930	10.75	7,426,077	798,503
	Suncoast DRI E to Sunlake Blvd. - WB	2.03	4 LD	3,658,166 ¹	146	930	15.70	7,426,077	1,165,814
	Sunlake Blvd. to US 41 - EB	2.72	8 LD	6,595,373 ¹	190	1,680	11.31	17,939,415	2,028,862
	Sunlake Blvd. to US 41 - WB	2.72	4 LD	6,595,373 ¹	277	1,680	16.49	17,939,415	2,957,868
	US 41 to Collier Parkway - EB	1.54	4 LD	3,658,166 ¹	84	930	9.03	5,633,576	508,839
	US 41 to Collier Parkway - WB	1.54	4 LD	3,658,166 ¹	123	930	13.23	5,633,576	745,086
	Collier Parkway to Livingston - EB	0.62	6 LD	3,658,166 ¹	130	930	13.98	2,268,063	317,041
	Collier Parkway to Livingston - WB	0.62	4 LD	3,658,166 ¹	170	930	18.28	2,268,063	414,592
	Livingston to SR 56 - EB	1.71	4 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	1.71	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sunlake Blvd	SR 54 to Tower Rd - NB	1.95	4 LD	4,308,734 ¹	184	1,620	11.36	8,402,031	954,305
	SR 54 to Tower Rd - SB	1.95	4 LD	4,308,734 ¹	127	1,620	7.84	8,402,031	658,678
Tower Rd	SR 54 to Project Drive - NB	1.94	4 LD	5,376,790 ^{1,3}	871	1,620	53.77	10,430,973	5,608,258
	SR 54 to Project Drive - SB	1.94	4 LD	5,376,790 ^{1,3}	566	1,620	34.94	10,430,973	3,644,402
	Project Drive Sunlake Blvd - NB	2.08	4 LD	4,308,734 ¹	977	1,620	60.31	8,962,167	5,404,961
	Project Drive Sunlake Blvd - SB	2.08	4 LD	4,308,734 ¹	671	1,620	41.42	8,962,167	3,712,107
	Sunlake Blvd to US 41 - NB	2.96	2 LU	3,824,350 ¹	205	760	26.97	11,320,076	3,053,442
	Sunlake Blvd to US 41 - SB	2.96	2 LU	3,824,350 ¹	297	760	39.08	11,320,076	4,423,767
US 41	Tower Rd to Ridge Rd - NB	2.84	4 LD	5,478,540	129	2,280	5.66	15,564,532	880,625
	Tower Rd to Ridge Rd - SB	2.84	4 LD	5,478,540	188	2,280	8.25	15,564,532	1,283,391
	Ridge Rd to Keene Rd - NB	1.86	4 LD	4,372,722	61	2,280	2.68	8,133,263	217,600
	Ridge Rd to Keene Rd - SB	1.86	2 LU	4,372,722	89	2,280	3.90	8,133,263	317,483
PHASE I TOTAL									42,109,677
PHASE I TOTAL									209,726,166

¹ No Right-Of-Way required

² Project Traffic divided by Service Volume Increase

³ Urban Arterial Construction Costs

EXHIBIT G

TABLE 21-14 - Continued (Revised 2/02/06)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
Bexley Ranch DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase II - 2015										
SR 54	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	459	930	49.35	548,725	270,822
	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	353	930	37.96	548,725	208,279
	Suncoast Pkwy to Suncoast DRI E-EB	4 LD	0.30	8 LD	6,595,373 ¹	806	1,680	47.98	1,978,612	949,263
SR 54	Suncoast Pkwy to Suncoast DRI E-WB	4 LD	0.30	8 LD	6,595,373 ¹	618	1,680	36.79	1,978,612	727,847
	Suncoast DRI E to Sunlake Rd. - EB	4 LD	2.03	6 LD	3,658,166 ¹	167	930	17.96	7,426,077	1,333,500
	Suncoast DRI E to Sunlake Rd. - WB	4 LD	2.03	6 LD	3,658,166 ¹	218	930	23.44	7,426,077	1,740,736
	Sunlake Rd to US 41 - EB	4 LD	2.72	8 LD	6,595,373 ¹	440	1,680	26.19	17,939,415	4,698,418
	Sunlake Rd to US 41 - WB	4 LD	2.72	8 LD	6,595,373 ¹	574	1,680	34.17	17,939,415	6,129,300
	US 41 to Collier Parkway - EB	4 LD	1.54	6 LD	3,658,166 ¹	169	930	18.17	5,633,576	1,023,736
	US 41 to Collier Parkway - WB	4 LD	1.54	6 LD	3,658,166 ¹	221	930	23.76	5,633,576	1,338,732
	Collier Parkway to Livingston - EB	4 LD	0.62	8 LD	4,570,393 ¹	130	1,680	7.74	2,833,644	219,270
	Collier Parkway to Livingston - WB	4 LD	0.62	8 LD	4,570,393 ¹	170	1,680	10.12	2,833,644	286,738
	Livingston to SR 56 - EB	4 LD	1.71	6 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	4 LD	1.71	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sun Lake Blvd.	SR 54 to Tower Rd - NB	n/a	1.95	4 LD	4,308,734 ¹	442	1,620	27.28	8,402,031	2,292,406
	SR 54 to Tower Rd - SB	n/a	1.95	4 LD	4,308,734 ¹	339	1,620	20.93	8,402,031	1,758,203
Tower Rd	SR 54 to Project Drive - NB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,583	2,450	64.61	12,734,907	8,228,309
	SR 54 to Project Drive - SB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,215	2,450	49.59	12,734,907	6,315,474
	Project Drive to Sunlake Blvd. - NB	n/a	2.08	6 LD	5,461,189 ¹	1,481	2,450	60.45	11,359,273	6,866,565
	Project Drive to Sunlake Blvd. - SB	n/a	2.08	6 LD	5,461,189 ¹	1,232	2,450	50.29	11,359,273	5,712,092
	Sunlake Blvd. to US 41 - NB	n/a	2.96	4 LD	4,308,734 ¹	557	1,620	34.38	12,753,853	4,385,121
	Sunlake Blvd. to US 41 - SB	n/a	2.96	4 LD	4,308,734 ¹	727	1,620	44.88	12,753,853	5,723,488
US 41	Tower Rd to Ridge Rd - NB	2 LU	2.84	4 LD	4,391,646	343	2,680	12.80	12,476,666	1,596,827
	Tower Rd to Ridge Rd - SB	2 LU	2.84	4 LD	4,391,646	447	2,680	16.68	12,476,666	2,080,996
	Ridge Rd to Keene Rd - NB	2 LU	1.86	4 LD	4,415,281	165	2,680	6.16	8,194,762	504,528
	Ridge Rd to Keene Rd - SB	2 LU	1.86	4 LD	4,415,281	215	2,680	8.02	8,194,762	657,416
	Keene Blvd. to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	108	1,000	10.80	2,649,169	286,110
	Keene Blvd. to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	141	1,000	14.10	2,649,169	373,533
Ridge Rd	US 41 to Suncoast - EB	2 LU	4.2	4 LD	3,658,166 ¹	88	860	10.23	15,364,297	1,572,161
	US 41 to Suncoast - WB	2 LU	4.2	4 LD	3,658,166 ¹	67	860	7.79	15,364,297	1,196,986
PHASES I & II TOTAL										70,427,484
PHASES I & II TOTAL										253,100,942

¹ No Right-Of-Way required

² Project Traffic divided by Service Volume Increase

³ Urban Arterial Construction Costs

TABLE 21-15 (revised 2/17/06)
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE
Bexley Ranch DRI

Intersection	Required Improvement	Cost ¹	% Project Traffic ²	Proportionate Share
Phase I (2010)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	17.5	\$ 138,416
SR 54/Tower Rd ⁷	SB right, dual EB Lefts, WB Right ⁴	\$ 769,509	25.1	\$ 193,147
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁵	\$ 668,653	9.7	\$ 64,859
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	2.6	\$ 2,595,211
SR 54/Collier Pkwy ⁷	WB left; SB left, SB right	\$ 992,659	12.1	\$ 120,112
SR 54/SR 56 ⁷	SB right	\$ 567,797	7.7	\$ 43,720
US 41/Tower Rd ⁷	EB right; SB right	\$ 1,237,247	29.2	\$ 361,276
PHASE 1 TOTAL		\$ 104,842,612		\$ 3,516,741
Phase II (2015)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	25.8	\$ 204,064
SR 54/Tower Rd ⁷	dual SB right, dual EB Left, WB Right ⁶	\$ 992,659	100.0	\$ 992,659
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁵	\$ 668,653	19.1	\$ 127,713
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	6.3	\$ 6,288,395
SR 54/Collier Pkwy ⁷	N/A	\$ 992,659	17.7	\$ 175,701
SR 54/SR 56 ⁷	N/A	\$ 567,797	12.5	\$ 70,975
US 41/Tower Rd ⁷	dual EB lefts; NB left	\$ 1,539,815	25.6	\$ 394,193
US 41/Dale Mabry Hwy ⁷	EB left	\$ 445,503	41.2	\$ 183,547
PHASES I & II TOTAL		\$ 105,813,833		\$ 8,437,247

¹Thru lane and exclusive lane mainline improvements are included in roadway improvement costs

² Project Traffic as a percentage of Increased Service Volume

³ cost of WB left included in cost of mainline improvement

⁴ cost of one EB left, WB right and included in cost of mainline

⁵ cost of EB left, one SB left and SB right included in cost of mainline improvement.

⁶ cost of one SB right, one EB left, 1 WB right included in mainline costs

⁷ cost of signalization & mast arm improvements

⁸ cost for interchange include signalization improvements

EXHIBIT H

TRANSPORTATION IMPACT TABLE

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT H
BEXLEY RANCH DRI
TRANSPORTATION IMPROVEMENTS 4

Proportionate Share	Description	Foot note	Road	Segment or Description
\$78,864,731	Total Proportionate Share Amount from Exhibit G, The Roadway & Intersection Proportionate Share Tables (Tables 21-14 and 21-15)			
(\$18,369,728)	On-site and Off-site Access Related	* 1, 2	Tower Road/Ashley Glen Blvd.	4-lane from Sunlake Blvd to SR 54.
(\$2,750,000)	On-site and Off-site Access Related	* 1	Tower Road	2-lane from Sunlake Blvd to Drexel Rd including on-site realignment.
(\$4,050,609)	Off-site Access Related	* 1, 2	Sunlake Boulevard	Western 2-lane from SR 54 to southernmost site boundary.
(\$450,000)	On-Site related ROW	*	Sunlake Boulevard ROW only	ROW >166 ft up to 200 ft from southern boundary of site to northern boundary of site.
\$53,244,394	Subtotal			
(\$38,734,222)	Pipeline	**	SR 54	6-lane from Suncoast to US 41 "Thru" lanes; terminus of 6-lane west of Suncoast to terminus of 6-lane west of US 41. Includes single turn lanes at all existing intersections and future intersections of Tower Rd and Sunlake Blvd. Also includes signal modifications at Oakstead and Suncoast interchange.
(\$1,336,509)	Pipeline	*2	SR 54	Intersection improvements at Tower Rd/Ashley Glen Blvd, Ballantrea Blvd, and Sunlake Blvd. Cost for each intersection includes the cost for 6 lane signalization in the amount of \$344,647 and the cost for one EB turn lane for a total of 2 EB turn lanes in the amount of \$100,856. Total cost per intersection = 100,856+344,647=\$445,503
(\$13,173,663)	Pipeline TBD	1, 3	TBD by BOCC	TBD by BCC or payment prior to platting of 2500th unit or equiv. PM peak hr trips. Construction or payment in lieu of construction for one or more of the following: Suncoast Pkwy/SR 54 interchange, Ridge Rd, US 41, Sunlake Blvd, Tower Rd or other parallel facilities; Impact fee credits determined by CIP and Transportation Impact Fee Ordinance.
\$0	On-site Access related	*** 1	Sunlake Boulevard	(a) 2-lane within entire site, (b) Up to 166 ROW through entire site, (c) 4-lane from southernmost boundary of site to northern boundary of TC.
\$0	Off-site Access related	***2	Tower Road	Repave Tower Rd with 24 ft of pavement or other pavement width as may be approved by DRC from Drexel Rd to U.S. 41, including any design, regulatory permits as applicable, construction and right-of-way acquisition needed for such repavement and for any drainage or other improvements needed for such repavement.
\$0	Off-site Access related	***	Lake Patience	2-lane from Sunlake Blvd to terminus in Oakstead.
\$0	Off site Access related	***	Intersection Improvements	Required offsite intersection improvements: Sunlake Blvd and Tower Rd.
(\$53,244,394)	Subtotal			

* Developer builds at own expense. No impact fee credit. Proportionate share credit only.
 ** Proportionate share and Impact fee creditable subject to caps and timing in CIP and not to exceed the lessor of actual construction costs or amount assumed in the proportionate share table.
 *** Not impact fee creditable and not proportionate share creditable

1 Includes any intersection improvements determined to be necessary by the County, including but not limited to, signalization.
 2 May require cash payment in lieu of construction if constructed by others.
 3 Amount shall be adjusted by most recent construction and right-of-way indices as adopted by the Pasco County Transportation Impact Fee Ordinance, as amended.
 4 Table does not include any internal roadways and intersection improvements required by Pasco County Arterial and Collector Spacing Standards and Access Management Ordinance.

EXHIBIT I

TRANSPORTATION IMPACT CHRONOLOGY TABLE

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT I
BEXLEY RANCH DRI
TRANSPORTATION IMPROVEMENTS
TIMING³

#	Road	Segment or Description	Timing
1	Pipeline SR 54	6-lane from Suncoast to US 41 "Thru" lanes; terminus of 6-lane west of Suncoast to terminus of 6-lane west of US 41 including intersection improvements at Tower/Ashley Glen, Ballantrae, Sunlake, and Suncoast Pkwy	Commence design 6/07; Commence construction 6/09; Complete construction 12/10 or prior to plat approval for 1500th residential unit, whichever occurs first.
2	Sunlake Boulevard	Western 2-lane from SR 54 to southernmost site boundary	Construct or bond ² prior to plat approval for 1st residential unit ¹
3	Lake Patience	2-lane from Sunlake Blvd to terminus in Oakstead	Within 6 months of County completing connection from US 41 to Oakstead or construct or bond ² prior to plat approval for 601st residential unit whichever occurs first ¹
4	Tower Road/Ashley Glen Blvd.	2-lane from Sunlake Blvd to SR 54	Construct or bond ² 2-lane prior to plat approval for 1800th residential unit ¹
5	Tower Road/Ashley Glen Blvd.	4-lane from Sunlake Blvd to SR 54	Construct or bond ² 4-lane prior to plat approval for any Phase 2 residential units (=2480th residential unit) ¹
6	Tower Road	(a) 2-lane from Sunlake Blvd to Drexel Rd including realignment within site (b) Repave Tower Rd with 24 feet of pavement or other width as may be approved by DRC from Drexel Rd to US 41, including any design, regulatory permits as applicable, construction and right of way acquisition needed for such repavement and for any drainage or other improvements needed for such repavement	Construct or bond ² prior to plat approval for 2500th residential unit ¹ or prior to connection to Tower Rd at Drexel Rd, whichever occurs first
7	Sunlake Boulevard Right-Of-Way (ROW) only	(a) ROW > 166 ft up to 200 ft from southern boundary of site to northern boundary of site; (b) Up to 166 ft ROW from southern boundary of site to northern boundary of site	90 days of County request OR prior to last residential plat approval in Phase 2 (=5530th residential unit) OR concurrent with any plat approvals adjacent to Sunlake Blvd, whichever occurs first
8	Sunlake Boulevard	(a) 2-lane within entire site, (b) 4-lane from southernmost boundary of site to northern boundary of Town Center	(a) As necessary to serve development of adjacent parcels OR Construct or bond ² prior to plat approval for last residential unit within Phase 2 (=5530th residential unit) ¹ OR within 6 mos of execution of construction contract for Sunlake Blvd outside the northern boundary of the site, whichever occurs first (b) Prior to or concurrent with development of Town Center
9	Pipeline TBD by BOCC	TBD by BOCC or payment prior to plat approval for 2500th residential unit ¹ . Construction or payment in lieu of construction for one or more of the following: Suncoast Pkwy/SR 54 interchange, Ridge Rd, US 41, Sunlake Blvd, Tower Rd, or other parallel facilities	TBD by BOCC; requires amendment of Development Agreement only
10	Intersection Improvements	Required offsite intersection improvements: Sunlake Blvd and Tower Rd	TBD at PP/PSP and/or zoning

1 or equivalent in PM peak hour trips
2 If bonded, construction must be completed prior to first Certificate of Occupancy within the plat subject to the deadline
3 Construction access shall be limited to Sunlake Blvd or the Sunlake Blvd right-of-way, unless otherwise specifically approved by the DRC or the BOCC

EXHIBIT J

JULY 2005 FDOT COSTS

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

Roadway Cost Per Centerline Mile
Revised July 2005

	Construction Cost From LRE	MOT *	Mobilization *	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost **
Rural Arterial									
New Construction (4-Lane Roadway) with 5' Paved Shoulders	\$4,382,692	\$438,269	\$482,096	\$5,303,057	\$1,325,764	\$6,628,822	\$994,323	\$994,323	\$8,617,468
New Construction (6-Lane Roadway) with 5' Paved Shoulders	\$5,554,928	\$555,493	\$611,042	\$6,721,463	\$1,680,366	\$8,401,829	\$1,260,274	\$1,260,274	\$10,922,377
Milling and Resurfacing (4-Lane Roadway) with 5' Paved Shoulders	\$880,312	\$88,031	\$96,834	\$1,065,178	\$266,294	\$1,331,472	\$199,721	\$199,721	\$1,730,913
Milling and Resurfacing (6-Lane Roadway) with 5' Paved Shoulders	\$1,268,342	\$126,834	\$139,518	\$1,534,694	\$383,673	\$1,918,367	\$287,755	\$287,755	\$2,493,877
Add 2 Lanes (To Existing 2 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$3,459,228	\$345,923	\$380,515	\$4,185,666	\$1,046,416	\$5,232,082	\$784,812	\$784,812	\$6,801,707
Add 2 Lanes (To Existing 4 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$3,720,957	\$372,096	\$409,305	\$4,502,358	\$1,125,589	\$5,627,947	\$844,192	\$844,192	\$7,316,332
Add 1 Through Lane on Inside (To Existing) with 5' Paved Shoulders	\$735,915	\$73,592	\$80,951	\$890,457	\$222,614	\$1,113,071	\$166,961	\$166,961	\$1,446,993
Add 1 Through Lane on Outside (To Existing) with 5' Paved Shoulders	\$1,126,117	\$112,612	\$123,873	\$1,362,602	\$340,650	\$1,703,252	\$255,488	\$255,488	\$2,214,228
Add 300' Exclusive Left Turn Lane	\$35,209	\$5,281	\$6,074	\$46,564	\$11,641	\$58,205	\$8,731	\$8,731	\$76,666
Add 300' Exclusive Right Turn Lane	\$77,866	\$11,680	\$13,432	\$102,978	\$25,744	\$128,722	\$19,308	\$19,308	\$167,339
Urban Arterial									
New Construction (2-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$3,889,993	\$388,999	\$427,899	\$4,706,892	\$1,176,723	\$5,883,614	\$882,542	\$882,542	\$7,648,699
New Construction (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$5,469,080	\$546,908	\$601,599	\$6,617,587	\$1,654,397	\$8,271,984	\$1,240,798	\$1,240,798	\$10,753,579
New Construction (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$6,677,061	\$667,706	\$734,477	\$8,079,244	\$2,019,811	\$10,099,055	\$1,514,858	\$1,514,858	\$13,128,771
Milling and Resurfacing (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$928,773	\$92,877	\$102,165	\$1,123,815	\$280,954	\$1,404,769	\$210,715	\$210,715	\$1,826,200
Milling and Resurfacing (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,316,802	\$131,680	\$144,848	\$1,593,330	\$398,333	\$1,991,663	\$298,749	\$298,749	\$2,589,162
Add 2 Lanes (To Existing 2 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$3,708,126	\$370,813	\$407,894	\$4,486,832	\$1,121,708	\$5,608,541	\$841,281	\$841,281	\$7,291,103
Add 2 Lanes (To Existing 4 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$4,183,915	\$418,392	\$460,231	\$5,062,537	\$1,265,634	\$6,328,171	\$949,226	\$949,226	\$8,226,623
Add 1 Through Lane on Inside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$744,625	\$74,463	\$81,909	\$900,996	\$225,249	\$1,126,245	\$168,937	\$168,937	\$1,464,119
Add 1 Through Lane on Outside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$1,945,855	\$194,586	\$214,044	\$2,354,485	\$588,621	\$2,943,106	\$441,466	\$441,466	\$3,826,037
Add 300' Exclusive Left Turn Lane	\$46,930	\$7,040	\$8,095	\$62,065	\$15,516	\$77,581	\$11,637	\$11,637	\$100,856
Add 300' Exclusive Right Turn Lane	\$103,836	\$15,575	\$17,912	\$137,323	\$34,331	\$171,554	\$25,748	\$25,748	\$223,150

* A 15% MOT and Mobilization factor was used for exclusive left and right turn lanes. A 10% factor was used for all other figures.

** Total cost shown is derived from a standard typical section. Costs will need to be adjusted to account for signals, bridges, or any additional item not deemed typical.

Note: Revised in First Quarter

1. Estimates were derived from FDOT LRE system Revised in Second Quarter

2. These figures exclude costs for intersections/interchanges, improvements to cross streets, bridges over 20' right-of-way, landscaping, ITS, and traffic signals. Revised in Third Quarter

3. The figures are based on market costs for Hillsborough County.

4. Costs shown are present day costs.

5. The costs developed for this report are not project-specific and should be used for preliminary estimating purposes only.

C:\DOCUME~1\k720pnl\LOCALS~1\Temp\ms9959FD\Construction Costs July 2005.xls\Roadway Summary Sheet

The attached cost data reflects FDOT D7 long range estimates and utilizes recent costs for actual projects. This data will be updated and disseminated quarterly.

Roadway Cost Per Centerline Mile Revised July 2005

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
Rural Arterial									
Add 2 Lanes (To Existing 4 Lanes) with 5' Paved Shoulders, 2 Traffic Signals, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$4,792,148	\$479,215	\$527,136	\$5,798,499	\$1,449,625	\$7,248,124	\$1,087,219	\$1,087,219	\$9,422,561
Urban Arterial									
Add 2 Lanes (To Existing 4 Lanes) with 5' Sidewalk, Bike Lanes, 2 Traffic Signals, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$5,365,879	\$536,588	\$590,247	\$6,492,714	\$1,623,178	\$8,115,892	\$1,217,384	\$1,217,384	\$10,550,660

Note:

1. Estimates were derived from FDOT LRE system
2. These figures exclude costs for intersections/interchanges, cross street improvements, right-of-way, ITS, and landscaping.
3. The figures are based on market costs for Hillsborough County.
4. Costs shown are present day costs.
5. The costs developed for this report are not site-specific and should be used for preliminary estimating purposes only.

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Revised in First Quarter

Revised in Second Quarter

Revised in Third Quarter

The attached cost data reflects FDOT D7 long range estimates and utilizes recent costs for actual projects. This data will be updated and disseminated quarterly.

8/4/2005

Bridge Cost Per Square Foot Revised July 2005

	LRE Per Square Foot Cost	Adjusted Per Square Foot Cost ³
New Construction		
Low Level	\$51	\$85
Mid Level	\$60	\$100
High Level	\$70	\$120
Overpass (Over Roadway)	\$65	\$90
Bascule	\$420	\$1,100
Pedestrian Overpass	\$235	\$235
Widening		
Low Level	\$60	\$115
Mid Level	\$65	\$135
High Level	\$30	\$162
Overpass (Over Roadway)	\$65	\$122
Bridge Removal		
Typical Concrete Bridge	\$19	\$25

Note:

1. Figures are for 2005 construction costs per square foot of deck area.
2. All figures exclude costs for right-of-way, bridge approaches, and approach slabs.
3. Adjusted figures account for recent increase in concrete and steel, and the effects of labor and material shortages in the construction industry.
4. The costs developed for this report are not site-specific and should be used for preliminary estimating purposes only.

Revised in First Quarter
Revised in Second Quarter
Revised in Third Quarter

The attached cost data reflects FDOT D7 long range estimates and utilizes recent costs for actual projects. This data will be updated and disseminated quarterly.

Other Roadway Related Costs
Revised July 2005

	Construction Cost From LRE	MOT*	Mobilization (15%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Subtotal Project Cost	Total Project Cost
Traffic Signals										
2-Lane Mast Arm (Each)	\$118,329	\$17,749	\$20,412	\$156,490	\$39,123	\$195,613	\$29,342	\$29,342	\$254,296	\$254,296
4-Lane Mast Arm (Each)	\$125,932	\$18,890	\$21,723	\$166,545	\$41,636	\$208,181	\$31,227	\$31,227	\$270,636	\$270,636
6-Lane Mast Arm (Each)	\$160,371	\$24,056	\$27,664	\$212,091	\$53,023	\$265,113	\$39,767	\$39,767	\$344,647	\$344,647
Bicycle and Pedestrian Facilities										
Sidewalks Per Mile (5' Width - 1 Side)	\$123,639	\$6,182	\$19,473	\$149,294	\$37,324	\$186,618	\$27,993	\$27,993	\$242,603	\$242,603
Sidewalks Per Mile (6' Width - 1 Side)	\$148,368	\$7,418	\$23,368	\$179,154	\$44,789	\$223,943	\$33,591	\$33,591	\$291,126	\$291,126
Multi-Use Trail Per Mile (12' Width - 1 Side)	\$196,040	\$9,802	\$30,876	\$236,718	\$59,180	\$295,898	\$44,385	\$44,385	\$384,667	\$384,667
Stormwater Retention Facilities										
1 Acre Pond Site (Each)	\$174,788	\$8,739	\$27,529	\$211,057	\$52,764	\$263,821	\$39,573	\$39,573	\$342,967	\$342,967
Median Retrofit										
Convert 14' Center Turn Lane to 14' Raised Median (Per Mile)	\$161,620	\$24,243	\$27,879	\$213,742	\$53,436	\$267,178	\$40,077	\$40,077	\$347,331	\$347,331
Cross Street Improvements										
Widen 1-Leg of Existing Rural 2-Lane Cross Street to Accommodate 2 Receiving Lanes, Dual Left Turn Lanes, and Exclusive Right Turn Lane (Approximate Length of 0.25 Miles)	\$939,801	\$140,970	\$162,116	\$1,242,887	\$310,722	\$1,553,609	\$233,041	\$233,041	\$2,019,691	\$2,019,691

* A 15% MOT factor was used for Traffic Signals, Median Retrofit, and Cross Street Improvements. A 5% factor was used for all other figures.

Note:

1. Estimates were derived from FDOT LRE system
2. The figures are based on market costs for Hillsborough County.
3. Costs shown are present day costs.
4. The costs developed for this report are not site-specific and should be used for preliminary estimating purposes only.

Revised in First Quarter

Revised in Second Quarter

Revised in Third Quarter

Interchange Cost
Revised March 2005

	Total Construction Cost
Single Point Urban Interchange (SPUI)	\$35,407,005

Note:

1. Cost was derived from average of SR 54/US 41 interchange and SR 56/75 interchange. SR 56 interchange costs were inflated to present day costs for an accurate comparison.
2. Cost shown is for construction only. Does not include Design, CEI, and right-of-way.

The attached cost data reflects FDOT D7 long range estimates and utilizes recent costs for actual projects. This data will be updated and disseminated quarterly.

Construction Cost Assumptions

RURAL		
New Construction	Widening	Milling and Resurfacing
<p>12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) 5' Sidewalks (Both Sides) Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Embankment) Signing & Pavement Markings 1 Acre Pond/Lane/Mile (4 Lanes = 4 Acres) Drainage Features (Pipes, Endwalls, MES) Lighting</p>	<p>12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) 5' Sidewalks (Both Sides) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Borrow) Signing & Pavement Markings 2 Acre Pond/Additional Lane (2 New Lanes = 4 Acres) Drainage Features (Pipes, Endwalls, MES) Lighting</p>	<p>12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Signing & Pavement Markings Drainage Features (Pipe Desilting)</p>
URBAN		
New Construction	Widening	Milling and Resurfacing
<p>12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter 5' Sidewalks (Both Sides) Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Embankment) Signing & Pavement Markings 1 Acre Pond/Lane/Mile (4 Lanes = 4 Acres) Drainage Features (Pipes, Inlets, Manholes) Conventional Lighting</p>	<p>12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter 5' Sidewalks (Both Sides) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Borrow) Signing & Pavement Markings 2 Acre Pond/Additional Lane (2 New Lanes = 4 Acres) Drainage Features (Pipes, Inlets, Manholes) Conventional Lighting</p>	<p>12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Signing & Pavement Markings Drainage Features (Pipe Desilting, Manhole Adjustments)</p>

The attached cost data reflects FDOT D7 long range estimates and utilizes recent costs for actual projects. This data will be updated and disseminated quarterly.

**NOTICE OF ADOPTION OF THE DEVELOPMENT
ORDER FOR THE BEXLEY RANCH
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. 06-181, dated March 28, 2006, has adopted the development order (DO) for a Development of Regional Impact known as Bexley Ranch. 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" or actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 25th day of March, 2008




JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA


TED SCHRADER, CHAIRMAN

APPROVED

MAR 25 2008

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1 OF 1 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS

25th of March, 2008
JED PITTMAN, CLERK TO THE BOARD

BY:  Deputy Clerk D.C.

#255



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 4438 7078
RETURN RECEIPT REQUESTED

April 18, 2008

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

RE: Bexley Ranch - Development of Regional Impact (#255)
Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Bexley Ranch Development of Regional Impact #255 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 March 25, 2008 and was recorded in the public records of Pasco County on April 18, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia D. Spidell".

Cynthia D. Spidell, MBA
Planner II

Enclosure

cc: Kent Fast, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612
Rhea F. Law, Fowler White Boggs Banker P.A., 501 E. Kennedy Boulevard Suite 1700 Tampa, Florida 33602
John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd Suite 100, Pinellas Park, FL 33782



Rcpt: 1175027 Rec: 486.00
DS: 0.00 IT: 0.00
04/18/08 Dpty Clerk

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
BEXLEY RANCH LAND TRUST, L.S.B. CORP.,
AND NNP-BEXLEY, LTD., FOR
DEVELOPMENT OF REGIONAL IMPACT NO. 255 - BEXLEY RANCH**

JED PITTMAN, PASCO COUNTY CLERK
04/18/08 08:52am 1 of 57
OR BK **7814** PG **1555**

THIS DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Bexley Ranch Land Trust, L.S.B. Corp., and NNP-Bexley, Ltd., hereinafter called "DEVELOPER."

W I T N E S S E T H:

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

WHEREAS, on March 28, 2006, the COUNTY approved a development order (DO) with conditions for Development of Regional Impact (DRI) No. 255 in response to an Application for Development Approval (ADA) for the DRI No. 255 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the Bexley Ranch DO, hereinafter called "Project," and attached hereto as Exhibit A; and

WHEREAS, Exhibit G of the Bexley Ranch DO, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that need to be constructed to ensure maintenance of the adopted Level of Service for such roadways and intersections based upon 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 of the Bexley Ranch 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 or more of the roadway improvements identified in the DO; and

WHEREAS, the DO establishes the amount of Seventy-Eight Million Eight Hundred Sixty-Four Thousand Seven Hundred Thirty-One and 00/100 Dollars (\$78,864,731.00) (in July 2005 dollars) as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build-out of Phases I and II of the Project and requires the DEVELOPER to construct improvements to S.R. 54 and various intersection and other roadway improvements as described in Exhibit H of the DO and attached hereto as

BOCC
7530 Little Rd
N. P.R., FL 34654

Exhibit C and as described in this DA (collectively referred to herein as the Required Roadway Improvements); and

WHEREAS, the Required Roadway Improvements include construction of improvements to S.R. 54 and either the construction of improvements or contribution of funds equivalent to Thirteen Million One Hundred Seventy-Three Thousand Six Hundred Sixty-Three and 00/100 Dollars (\$13,173,663.00) (in July 2005 dollars) as described in this DA for improvements to be determined by the COUNTY (collectively referred to herein as the Pipeline Projects); and

WHEREAS, the Florida Department of Transportation (FDOT) and the COUNTY agreed to accept the construction of the Required Roadway Improvements as adequately mitigating the impacts of the Project on the significantly impacted State and regional roadways; and

WHEREAS, on November 21, 2006, the DEVELOPER and the COUNTY entered into this written DA to provide further details concerning the obligations of the parties with respect to the Required Roadway Improvements and to ensure consistency between the DO and this DA; and

WHEREAS, concurrent with this DA, the Board of County Commissioners heard and approved an application entitled Notification of Proposed Change (NOPC) to a previously approved DRI, which necessitated changes to this DA; and

WHEREAS, the COUNTY wishes at this time to change the S.R. 54 Pipeline Project design deadline in this DA from a) requiring 100 percent of roadway design completion for the S.R. 54 Pipeline Project prior to January 31, 2008, to b) submittal of sixty (60) percent of the design plans to the COUNTY and the FDOT or post a Letter of Credit (LOC) with the COUNTY in the amount of Eight Million Five Hundred Sixty-Six Thousand Four Hundred Seventy-Six and 00/100 Dollars (\$8,566,476.00) (February 2008 dollars) prior to March 1, 2008; and

WHEREAS, the Board of County Commissioners has reviewed the amendment to the DA, as well as related testimony and evidence submitted by each party and members of the general public; and

WHEREAS, the Board of County Commissioners scheduled and held a public hearing on this DA amendment on March 25, 2008; and

WHEREAS, in order to provide a single DA document incorporating all applicable provisions of the initial DA, an Amended and Restated DA has been prepared.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holder of legal title is the Bexley Ranch Land Trust, NNP-Bexley, Ltd., and L.S.B. Corp.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The effective date of this DA is June 22, 2006.

c. Development Uses of Land: On December 19, 2006, the Board of County Commissioners adopted Rezoning Petition No. 6669 to rezone the Project from an A-C Agricultural District to an MPUD Master Planned Unit Development District. Rezoning Petition No. 6669 and the DO set forth the permitted uses for the Project.

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

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

f. Local Development Permits Needed: Prior to the construction of the Required Roadway Improvements, the DEVELOPER shall obtain any necessary development approvals in accordance with the 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 Phases I and II of the Project, as permitted and proposed, are consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA and that Phases I and II of the Project are concurrent for transportation under Chapter 400 of the Land Development Code through December 31, 2015, subject to the provisions of Section 5.m(4) of the DO and subject to the terms and conditions of this DA. To the extent not otherwise vested, the Project will be subject to the Land Development Code and the Comprehensive Plan.

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens have been identified and included within the MPUD Master Planned Unit Development Conditions of Approval for Rezoning Petition No. 6669, the DO conditions, and this DA. In addition, the DEVELOPER shall be subject to the other applicable provisions of the Land Development Code, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

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

j. Zoning and Comprehensive Plan Issues: The Comprehensive Plan Future Land Use Map classifications for the Project are RES-3 (Residential - 3 du/ga), ROR (Retail/Office/Residential), and CON (Conservation Lands). The zoning classification for the Project is MPUD Master Planned Unit Development District. 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 Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate-Share Amount: The DEVELOPER agrees to permit, design, and construct the Required Roadway Improvements as defined herein, including acquisition and dedication of right-of-way as provided herein, as mitigation for the Bexley Ranch DRI, Phases I and II, 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 of the Bexley Ranch DRI/DO attached hereto as Exhibit B is Seventy-Eight Million Eight Hundred Sixty-Four Thousand Seven Hundred Thirty-One and 00/100 Dollars (\$78,864,731.00) (the Proportionate Share) (in July 2005 dollars).

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design, permit, construct, and acquire right-of-way (where necessary) for the Required Roadway Improvements, as described in Sections 4.b(1) and 4.b(2) below, to fully mitigate the transportation impacts of Phases I and II of the Project; provided, however, the DEVELOPER may contribute funds in lieu of such requirements where specifically provided for in this DA. The roadway Projects are as listed below (and shown on Exhibit H of the DRI/DO and attached hereto as Exhibit C). The DEVELOPER'S and COUNTY'S respective obligations for the Required Roadway Improvements are set forth below.

(1) Identification of Pipeline Projects: The DEVELOPER has elected to design, permit, construct, and acquire right-of-way (where necessary) or make cash payment(s) for two (2) Pipeline Projects to partially mitigate the transportation impacts of Phases I and II of the Project. The two (2) Pipeline Projects are a) the widening of S.R. 54 which is estimated to cost Thirty-Eight Million Seven Hundred Thirty-Four Thousand Two Hundred Twenty-Two and 00/100 Dollars (\$38,734,222.00) (in July 2005 dollars) and certain site-related, intersection improvements on S.R. 54 which is estimated to cost One Million Three Hundred Thirty-Six Thousand Five Hundred Nine and 00/100 Dollars (\$1,336,509.00) (in July 2005 dollars) and b) a second Pipeline Project to be determined by the Board of County Commissioners requiring the construction of improvements or contribution of funds equivalent to Thirteen Million One Hundred Seventy-Three Thousand Six Hundred Sixty-Three and 00/100 Dollars (\$13,173,663.00) (in July 2005 dollars) as more specifically identified in Section 4.b(1)(b) of this DA.

(a) The S.R. 54 Pipeline Project: This Pipeline Project is the widening of S.R. 54 from a four (4) lane divided, rural roadway to a six (6) lane divided, rural roadway from the existing six (6) lane section west of the Suncoast Parkway interchange, eastward to the existing six (6) lane section west of U.S. 41, as shown on Exhibit D (Roadway Link Improvements). The Project shall include intersection improvements at S.R. 54 and Tower Road/Ashley Glen Boulevard, Sunlake Boulevard, Oakstead, the Suncoast Parkway interchange, and Ballantrae Boulevard as depicted in Exhibit E as well as any other intersection improvements determined by the COUNTY and FDOT to be necessary during the design and permitting of the Project. The Project shall also include all shoulders, striping, signalization, signage, medians, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and other permitting agencies, to be necessary during the design and permitting of the Pipeline Project (Roadway Appurtenances). Construction of this improvement satisfies Forty Million Seventy Thousand Seven Hundred Thirty-One and 00/100 Dollars (\$40,070,731.00) (in July 2005 dollars) of the DEVELOPER'S proportionate-share obligations. The cost estimate for this improvement is based upon the provisions of Southwest Florida Water Management District (a.k.a. SWFWMD) in adopted DA Permit No. 43162251.00 and assumes no right-of-way acquisition for additional pond sites or floodplain mitigation. The DEVELOPER shall design, permit, construct, and acquire

right-of-way (where necessary) for the S.R. 54 Pipeline Project, regardless of cost. Except for the Site-Related S.R. 54 Intersection Improvements set forth below, construction of the S.R. 54 Pipeline Project shall be eligible for transportation impact fee credits in accordance with Section No. 8 of this DA. The DEVELOPER has commenced the design and permitting of the S.R. 54 Pipeline Project on or before June 30, 2007. Prior to March 1, 2008, the DEVELOPER shall submit sixty (60) percent of the design plans for the S.R. 54 Pipeline Project to the FDOT and the COUNTY or post a LOC with the COUNTY in the amount of Eight Million Five Hundred Sixty-Six Thousand Four Hundred Seventy-Six and 00/100 Dollars (\$8,566,476.00) (February 2008 dollars) to guarantee completion of design for the S.R. 54 Pipeline Project. Such LOC shall comply with the Section 9 of this DA. The DEVELOPER shall complete the design (100 percent) of the S.R. 54 Pipeline Project by December 31, 2008. Construction of the S.R. 54 Pipeline Project shall commence by June 30, 2009, and shall be completed prior to December 31, 2010, or prior to the final plat approval of the 1,500th residential dwelling unit (du), whichever occurs first. The DEVELOPER shall post a Performance Guarantee for the S.R. 54 Pipeline Project in accordance with Section No. 9 of this DA.

The Site-Related S.R. 54 Intersection Improvements: This portion of the S.R. 54 Pipeline Project consists of the site-related intersection improvements at S.R. 54 and Tower Road/Ashley Glen Boulevard, Ballantrae Boulevard, and Sunlake Boulevard as depicted on Exhibit E. The estimated cost of the Site-Related S.R. 54 Intersection Improvements as described in Exhibit H of the DO is One Million Three Hundred Thirty-Six Thousand Five Hundred Nine and 00/100 Dollars (\$1,336,509.00) (in July 2005 dollars). These improvements shall be built at the DEVELOPER'S expense regardless of cost. In the event that the developer of the Sunlake Centre DRI, Ashley Glen DRI, or others enter into a construction contract acceptable to the COUNTY for all or any portion of the Site-Related S.R. 54 Intersection Improvements, described in Exhibit H of the DO, before the DEVELOPER enters into a construction contract acceptable to the COUNTY for construction of such improvements, then DEVELOPER shall pay a cash contribution to the COUNTY equivalent to the actual construction costs or the costs set forth in the COUNTY-approved construction contract for that portion of the Site-Related S.R. 54 Intersection Improvements constructed by the developers of the Sunlake Centre DRI, Ashley Glen DRI, or others, whichever is greater at the time payment is required. If, however, the DEVELOPER has entered into an agreement with one of the entities described above for the construction of such improvements or part of such improvements and such agreement is provided to the COUNTY and requires construction of such improvements consistent with the requirements of this DA, as determined by the COUNTY, then the COUNTY shall consider that the DEVELOPER constructed the improvements and no cash contribution will be required. Such payment if applicable shall be required by June 30, 2009. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the Site-Related S.R. 54 Intersection Improvements, such improvements are not eligible for transportation impact fee credits pursuant to the terms of the Pasco

County Transportation Impact Fee (TIF) Ordinance as amended; therefore, all design, permitting, right-of-way acquisitions/donations, and construction expenses or payment in lieu of such expenses incurred by the DEVELOPER for the Site-Related S.R. 54 Intersection Improvements are not eligible for transportation impact fee credits or COUNTY reimbursement.

(b) Pipeline Project No. 2: The DEVELOPER shall construct improvements or contribute funds equivalent to Thirteen Million One Hundred Seventy-Three Thousand Six Hundred Sixty-Three and 00/100 Dollars (\$13,173,663.00) (in July 2005 dollars) toward the improvement of one of the following road segments: the Suncoast Parkway and SR 54 interchange; Ridge Road from U.S. 41 to the Suncoast Parkway; U.S. 41 from Tower Road to S.R. 52; Sunlake Boulevard from S.R. 54 to S.R. 52; Tower Road from S.R. 54 to U.S. 41; or other parallel facility (Pipeline Project No. 2). The COUNTY shall determine Pipeline Project No. 2, including deadlines for design, permitting, and construction of Pipeline Project No. 2 (Pipeline Project No. 2 Schedule). Such determination shall be made at a public hearing with at least thirty (30) days prior written notice to the DEVELOPER, the FDOT, the Tampa Bay Regional Planning Council (a.k.a. TBRPC), and the Florida Department of Community Affairs (a.k.a. FDCA). In the event the COUNTY has not determined Pipeline Project No. 2 prior to the submission of the final plat for the 2,500th du (or equivalent in p.m. peak-hour trips) or December 31, 2011, whichever occurs first, the DEVELOPER may pay to the COUNTY Thirteen Million One Hundred Seventy-Three Thousand Six Hundred Sixty-Three and 00/100 Dollars (\$13,173,663.00) (in July 2005 dollars) adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended (Adjusted Pipeline Project No. 2 Cost) to satisfy the Pipeline Project No. 2 obligation. The DEVELOPER shall be allowed to subtract the cost of the LOC issuance (not to exceed one [1] percent annually) from the time of initial posting of the LOC in accordance with this DA until either the award of the construction contract for Pipeline Project No. 2 or the payment of the Adjusted Pipeline Project No. 2 Cost, whichever occurs first. The DEVELOPER shall pay the Adjusted Pipeline Project No. 2 Cost prior to approval of the final plat for the 2,500th du (or equivalent in p.m. peak-hour trips) or December 31, 2011, whichever occurs first. In the event the COUNTY does determine Pipeline Project No. 2 prior to submission of the final plat for the 2,500th du or equivalent in p.m. peak-hour trips, whichever occurs first, the DEVELOPER shall construct the selected improvement or portion thereof which is equivalent to the Adjusted Pipeline Project No. 2 Cost in accordance with Pipeline Project No. 2 Schedule. In the event the DEVELOPER cannot obtain all applicable permits to construct Pipeline Project No. 2 within two (2) years of the COUNTY'S determination of Pipeline Project No. 2 (after good-faith efforts to obtain such permits as determined by COUNTY), the DEVELOPER shall pay the Adjusted Pipeline Project No. 2 Cost within thirty (30) days of the expiration of the two (2) year period. The pipeline contribution or construction, once performed, shall be eligible for credit against the proportionate-share amount identified in Section No. 4.a and may be eligible for transportation impact fee credits as determined by the COUNTY Capital Improvements Plan

(CIP) and in accordance with the TIF Ordinance and Section No. 8 of this DA. Within one (1) year of either Pipeline Project No. 2 improvement completion or the payment of the Adjusted Pipeline Project No. 2 Cost, whichever occurs later, the COUNTY agrees to place Pipeline Project No. 2 (construction of improvement or Adjusted Pipeline Project No. 2 Cost), in the CIP to the extent necessary to provide impact fee credits for the Project.

(2) Other Roadway Improvements: The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct, and acquire or donate right-of-way (where necessary) for the following improvements which are depicted on Exhibit D attached hereto and incorporated herein and including all Roadway Appurtenances, all as determined by the COUNTY, FDOT, and other permitting agencies as applicable, to be necessary during the design and permitting of the Other Roadway Improvements. The Other Roadway Improvements consist of the following:

(a) Sunlake Boulevard Segment A: The DEVELOPER shall design (if necessary), permit (where necessary), and construct the western two (2) lanes of Sunlake Boulevard from S.R. 54 north to the southernmost site boundary to the Bexley Ranch DRI, including all the intersection improvements as depicted on Exhibits E and F. For the purposes of defining Sunlake Boulevard Segment A, the southernmost site boundary shall be defined as where Sunlake Boulevard intersects with the Bexley Ranch DRI Project at Tower Road. Construction shall be in accordance with the COUNTY-approved ultimate six (6) lane design for Sunlake Boulevard being performed by the developer of the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development except for any additional intersection improvements depicted on Exhibit E which are not part of the Concord Station MPUD Master Planned Unit Development design (such western two [2] lanes and intersection improvements being hereinafter referred to as Sunlake Boulevard, Segment A). The estimated cost of constructing the Sunlake Boulevard Segment A, is Four Million Fifty Thousand Six Hundred Nine and 00/100 Dollars (\$4,050,609.00) (in July 2005 dollars). Prior to the first record plat (or construction plan where no plat is required) for the first du, or equivalent in p.m. peak-hour trips, whichever occurs first, the DEVELOPER shall complete design, permitting, and construction of Sunlake Boulevard Segment A. The COUNTY acknowledges that donation or dedication of right-of-way required for Sunlake Boulevard Segment A and all associated drainage, wetland, and floodplain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development pursuant to the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development Conditions of Approval. Condition No. 16 (Rezoning Petition No. 3758 as amended by Petition No. 5976 approved by the COUNTY on February 14, 2006) and the DA Between Pasco County and JDI Land, LLC, for Roadway Development of the LeDantec MPUD Master Planned Unit Development approved by the COUNTY on January 27, 2004, Section Nos. 5(a) and 7(a), and is subject to the terms and conditions of such approvals and agreements, as may be modified from time to time. The DEVELOPER acknowledges that as a result of

the transportation mitigation requirements of the Sunlake Centre DRI, Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development, and Bexley Ranch DRI, a total of six (6) lanes are required for Sunlake Boulevard Segment A, from S.R. 54 to Mentmore Boulevard. The DEVELOPER agrees to complete a Sunlake Boulevard Agreement (Agreement) with the developer of the Sunlake Centre DRI for the two (2) lane construction of Sunlake Boulevard from Mentmore Road to Tower Road and construction of the four (4) lane segment identified by the COUNTY as needed from S.R. 54 to Mentmore Road and establishing specific time frames acceptable to and approved by the COUNTY for construction in accordance with the terms and conditions of this DA. The COUNTY shall be a third party beneficiary to the Agreement with the right to enforce the Agreement against any party and may require, as a condition of accepting the Agreement, additional Performance Guarantees from any party to the Agreement to the extent such party's obligations are unsecured. The DEVELOPER shall provide the COUNTY with the duly executed Sunlake Boulevard Agreement prior to the approval of the first record plat or construction plan approval where no plat is required. Such Agreement shall relieve the DEVELOPER of the cash contribution requirement in Section 4.b (2) only if the COUNTY has received written confirmation acceptable to the COUNTY from the developer of Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development that such MPUD Master Planned Unit Development is obligated under its DA to build the fifth and sixth lanes of Sunlake Boulevard from S.R. 54 to Mentmore Boulevard. In the event the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development or Sunlake Centre DRI should be in default of their obligations, the DEVELOPER shall still be responsible for the fulfillment of DEVELOPER'S obligations for Sunlake Boulevard Segment A, in accordance with the terms and conditions of this DA.

(b) Lake Patience Road Segment: Prior to approval of the first record plat (or construction plan where no plat is required) for the 601st du or equivalent in p.m. peak-hour trips, or within six months of COUNTY completion of the connection of Lake Patience from U.S. 41 to the existing terminus in the Oakstead MPUD Master Planned Unit Development No. 78, whichever occurs first, the DEVELOPER shall complete design, permitting, and construction of Lake Patience Road from Sunlake Boulevard to the existing terminus in the Oakstead MPUD Master Planned Unit Development, No. 78, and associated drainage, wetland, and floodplain mitigation facilities consistent with COUNTY-approved design and construction plans as a two (2) lane, undivided, urban section (offset) including all Roadway Appurtenances necessary for a four (4) lane, divided, urban roadway and all intersection improvements depicted on Exhibit F within or adjacent to this segment (hereinafter Lake Patience Road Segment). The COUNTY acknowledges that donation or dedication of right-of-way required for the Lake Patience Road Segment and all associated drainage, wetland, and floodplain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development pursuant to the Concord Station (f.k.a. LeDantec) Master Planned Unit Development Conditions of Approval,

Condition No. 16 (Rezoning Petition No. 3758 as amended by Petition No. 5976 approved by the COUNTY on February 14, 2006), and the DA between the COUNTY and JDI Land, LLC, for Roadway Development of the LeDantec MPUD Master Planned Unit Development, Condition Nos. 5(a) and 7(a) (approved by the COUNTY on January 27, 2004) and is subject to the terms and conditions of such approvals and agreements, as may be modified from time to time.

(c) Tower Road Segment A: The segment of Tower Road commencing at Sunlake Boulevard, extending westward and then southward (future Ashley Glen Boulevard) to S.R. 54 shall be designed and permitted as a four (4) lane, divided, urban roadway and constructed by the DEVELOPER as a two (2) lane, undivided, urban section (offset), including all Roadway Appurtenances necessary for a four (4) lane, divided, urban roadway, and all intersection improvements depicted on Exhibit E within or adjacent to this segment shall be constructed by the DEVELOPER prior to approval of the first record plat for the 1,800th du or equivalent in p.m. peak-hour trips, whichever occurs first. Furthermore, the DEVELOPER shall, prior to approval of the first record plat for the 2,480th du or equivalent in p.m. peak-hour trips, whichever occurs first, complete construction of Tower Road Segment A, as a four (4) lane, divided, urban section, including all Roadway Appurtenances and all intersection improvements depicted on Exhibits E and F within or adjacent to this segment as depicted on Exhibit E. The cost of this segment is estimated to be Eighteen Million Three Hundred Sixty-Nine Thousand Seven Hundred Twenty-Eight and 00/100 Dollars (\$18,369,728.00) (in July 2005 dollars). The COUNTY acknowledges that donation or dedication of right-of-way required for Tower Road Segment A, from S.R. 54 to Tower Road (a.k.a. Ashley Glen Boulevard) and all associated drainage, wetland, and floodplain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Ashley Glen (f.k.a. Van Worp) MPUD Master Planned Unit Development pursuant to the Ashley Glen (f.k.a. Van Worp) MPUD Master Planned Unit Development Conditions of Approval, Condition No. 19 (Rezoning Petition No. 5705 as amended and approved by the COUNTY on December 17, 2002) and is subject to the terms and conditions of such approval as may be modified from time to time. The COUNTY agrees to provide notice to the DEVELOPER of any COUNTY action which may result in a change in the obligations of the Ashley Glen (f.k.a. Van Worp) MPUD Master Planned Unit Development or its successor to provide right-of-way and related stormwater-management and floodplain compensation.

(d) Tower Road Segment B: The segment of Tower Road commencing at Sunlake Boulevard extending eastward to Drexel Road, including realignment on-site as depicted on Exhibit D (hereinafter Tower Road Segment B), shall be designed and permitted as a four (4) lane, divided, urban roadway and constructed by the DEVELOPER as a two (2) lane, undivided, urban section (offset), including all Roadway Appurtenances necessary for a four (4) lane, divided, urban roadway, and all intersection improvements depicted on Exhibit F within or adjacent to this segment. Tower Road Segment B, shall be constructed prior to approval of the first record plat for the 2,500th du or equivalent in p.m. peak-hour

trips, whichever occurs first. The estimated cost of constructing Tower Road Segment B, is Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) (in July 2005 dollars).

(e) Tower Road Segment C: Prior to approval of the first record plat for the 2,500th du or equivalent p.m. peak-hour trips or prior to connection of Tower Road to Drexel Road, whichever occurs first, the DEVELOPER shall repave Tower Road with twenty-four (24) feet of pavement (or other pavement width as may be approved by the Development Review Committee) from Drexel Road to U.S. 41 (hereinafter Tower Road Segment C), including any design, regulatory permits as applicable, construction, and right-of-way donation/acquisition needed for such repavement and for any drainage or other improvements needed for such repavement.

(f) Sunlake Boulevard Segment B: Prior to approval of the first record plat for the 5,530th du or equivalent p.m. peak-hour trips or as necessary to serve development of adjacent parcels, whichever occurs first, the DEVELOPER shall complete design, permitting, and construction of Sunlake Boulevard from the southernmost boundary of the site to the northern boundary of the site as a two (2) lane, undivided, urban section (offset), including all Roadway Appurtenances necessary for a six (6) lane, divided, urban roadway and all intersection improvements depicted on Exhibit F within or adjacent to this segment (hereinafter Sunlake Boulevard, Segment B). For the purposes of defining Sunlake Boulevard Segment B, the southernmost boundary of the site shall be defined as where Sunlake Boulevard intersects with the Bexley Ranch DRI Project at Tower Road. Prior to the first record plat within the town center or prior to construction plan approval where no plat is required, the DEVELOPER shall complete construction of four (4) lanes of Sunlake Boulevard from the southernmost boundary of the site to the northern boundary of the town center. The COUNTY acknowledges that donation or dedication of right-of-way required for the portion of Sunlake Boulevard Segment B, from the southernmost boundary of the Project to Tower Road and all associated drainage, wetland, and floodplain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development pursuant to the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development, Conditions of Approval, Condition No. 16 (Rezoning Petition No. 3758 as amended by Petition No. 5976, approved by the COUNTY on February 14, 2006) and the Development Agreement Between Pasco County and JDI Land, LLC, for Roadway Development of the LeDantec MPUD Master Planned Unit Development, approved by the COUNTY on January 27, 2004, Section No. 5(a) and 7(a), and is subject to the terms and conditions of such approvals and agreements, as may be modified from time to time. The DEVELOPER shall complete the construction of the other Required Roadway Improvements prior to the applicable deadline for each improvement as outlined above or shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the Land Development Code prior to such deadline. If the Assurance of Completion is provided, construction must be completed prior to the first Certificate of Occupancy (CO) within the plat subject to the deadline.

The DEVELOPER understands and agrees that Sunlake Boulevard Segment A, Tower Road Segment A, and Tower Road Segment B, listed in Section Nos. 4.b(2)(a), 4.b(2)(c), and 4.b(2)(d) respectively above, are eligible for credit against the proportionate-share amount identified in Section No. 4.a but are not eligible for or entitled to transportation impact fee credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER for Other Roadway Improvements listed in Section Nos. 4.b(2)(a), 4.b(2)(c), and 4.b(2)(d) respectively above, are not eligible for transportation impact fee credits or COUNTY reimbursement and include any intersection improvements determined to be necessary by COUNTY, including, but not limited to, signalization.

The DEVELOPER understands and agrees that Lake Patience Road Segment, Tower Road Segment C, and Sunlake Boulevard Segment B; Section Nos. 4.b(2)(b), 4.b(2)(e), and 4.b(2)(f) respectively above, are not eligible for credit against the proportionate-share amount identified in Section No. 4.a and are not eligible for or entitled to transportation impact fee credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right of way donations/acquisitions, and construction expenses incurred by the DEVELOPER for the segments listed in Section Nos. 4.b(2)(b), 4.b(2)(e), and 4.b(2)(f) ,above, are not eligible for transportation impact fee credits or COUNTY reimbursement.

In the event that the developer of the Sunlake Centre DRI, Ashley Glen DRI, or others enter into a construction contract acceptable to the COUNTY for all or any portion of Sunlake Boulevard Segment A, Tower Road Segment A, and/or Tower Road Segment C, listed in Section Nos. 4.b(2)(a), 4.b(2)(c), and 4.b(2)(e), respectively above, before the DEVELOPER enters into a construction contract acceptable to the COUNTY for construction of such improvements, then the DEVELOPER shall pay a cash contribution to the COUNTY equivalent to the actual construction costs or the costs set forth in the COUNTY-approved construction contract for that portion of Tower Road Segment A, Sunlake Boulevard Segment A, and/or Tower Road Segment C, constructed by the developers of the Sunlake Centre DRI, Ashley Glen DRI, or others, whichever is greater, but under no circumstance shall the cash contribution for Tower Road, Segment A, exceed Nine Million Eight Hundred Fifty Thousand Three Hundred Forty-Three and 00/100 Dollars (\$9,850,343.00) as adjusted at the time of payment by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. If, however, the DEVELOPER has entered into an agreement with one of the entities described above for the construction of such improvements or part of such improvements and such agreement is provided to the COUNTY and requires construction of such improvements consistent with the requirements of this DA, as determined by the COUNTY, then the COUNTY shall consider that the DEVELOPER constructed the improvements and no such cash contribution will be

required. Such payment for each respective segment shall be in accordance with the applicable deadline for each segment as detailed in Section Nos. 4.b(2)(a), 4.b(2)(c), and/or 4.b(2)(e) above.

The DEVELOPER understands and agrees that the COUNTY may require additional on-site and off-site intersection improvements beyond those described above and depicted on Exhibit E for any of the Other Roadway Improvements at the time of preliminary plan/preliminary site plan/construction plan and/or master roadway plan approval.

(3) Sunlake Boulevard Right-of-Way: The DEVELOPER shall dedicate a total of 200 feet of right-of-way from the southern boundary to the northern boundary of the Project to the COUNTY within ninety (90) days of the COUNTY'S request or prior to the first record plat approval for the 5,530th du or concurrent with any plat approvals adjacent to Sunlake Boulevard, whichever occurs first. The DEVELOPER understands and agrees that first 166 feet of this right-of-way is not eligible to be applied to the proportionate-share amount in Section No. 4.a and is not eligible or entitled to transportation impact fee credits pursuant to the terms of the TIF Ordinance as amended. The COUNTY and DEVELOPER agree that the value of the additional thirty-four (34) feet of right-of way is Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) and is eligible to be applied to the proportionate-share amount in Section No. 4.a and is not eligible for or entitled to transportation impact fee credits pursuant to the terms of the TIF Ordinance as amended. The COUNTY acknowledges that donation or dedication of right-of-way required for the portion of Sunlake Boulevard from S.R. 54 to Tower Road and all associated drainage, wetland, and floodplain mitigation and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development, pursuant to the Concord Station (f.k.a. LeDantec) MPUD Master Planned Unit Development, Conditions of Approval, Condition No. 16 (Rezoning Petition No. 3758 as amended by Petition No. 5976 approved by the COUNTY on February 14, 2006), and the Development Agreement Between Pasco County and JDI Land, LLC, for Roadway Development of the LeDantec MPUD Master Planned Unit Development, approved by the COUNTY on January 27, 2004, Section Nos. 5(a) and 7(a), and is subject to the terms and conditions of such approvals and agreements as may be modified from time to time.

(4) Transportation-Related Development Threshold Summary Table: The concept of the foregoing table is primarily for illustrative purposes. Should there be any conflict with the text of this DA, the text shall supersede. This table does not address all of the requirements that may be needed to achieve plat approval or a CO under the Land Development Code or otherwise other than the transportation-mitigation requirements of this DA.

TABLE 1

DEVELOPMENT THRESHOLD FOR REQUIRED ROADWAY IMPROVEMENTS

Roadway Improvement	Column A Construct or provide Assurance of Completion prior to approval of first record plat of specified dwelling unit below or equivalent p.m. peak-hour trips.	Column B Maximum number of units that could be constructed and CO granted after transportation segment constructed or Assurance of Completion provided prior to plat approval in Column A.
Sunlake Boulevard Segment A	1	600
Lake Patience Road Segment	601	1,499
S.R. 54 Pipeline (Other time deadlines apply.)	1,500	1,799
Tower Road Segment A First two (2) lanes constructed, and four (4) lanes designed and permitted.	1,800	2,479
Tower Road Segment A All four (4) lanes constructed.	2,480	2,499
Tower Road Segments B and C	2,500	5,529
Sunlake Boulevard Segment B (Two Lanes) (NOTE: Four (4) lanes from the southernmost boundary to northern boundary of the town center to be constructed prior to first record plat within the town center or prior to construction plan approval, where no plat is required).	5,530	5,530

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

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

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

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and

maintained by the FDOT or the COUNTY as applicable, subsequent to the expiration of the one (1) year Maintenance Guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD), or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for the COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Pipeline Project(s), all such drainage facilities shall remain owned by the underlying land owner, including the DEVELOPER where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the COUNTY). The underlying landowner (CDD or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the S.R. 54 Pipeline Project shall not be allowed unless specifically approved in writing by the FDOT.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the 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 Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner (including the DEVELOPER or CDD, where applicable). Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including

those areas that are commingled or combined, so the FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R. 54 Pipeline Project shall not be allowed unless specifically approved in writing by the FDOT.

e. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the FDOT or the COUNTY, as appropriate, for review and approval unless the FDOT or COUNTY agrees in writing to an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the FDOT or COUNTY, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for the S.R. 54 Pipeline Project (or sooner if required by other sections of this DA) an estimate of the cost of constructing the S.R. 54 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 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/or its contractor shall obtain any and all required permits for the 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 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/contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER or engineers/contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established

design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements. Relocation of any utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The COUNTY agrees, upon request of DEVELOPER, to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such 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) The DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way acquisitions or donations (except where the COUNTY has already acquired the necessary right-of-way) necessary for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the 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) While it is not anticipated that additional right-of-way will be required for the S.R. 54 Pipeline Project, if necessary, efforts will be made by the COUNTY and DEVELOPER to have the FDOT enter into a Joint Participation Agreement, Letter of Understanding (a.k.a. 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 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 the 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 the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

6. PIPELINE PROJECTS CONSTRUCTION

The DEVELOPER shall commence construction of the S.R. 54 Pipeline Project in accordance with this DA unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the S.R. 54 Pipeline Project 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 COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability, at its sole discretion, to accelerate the schedule for construction of any portion of the S.R. 54 Pipeline Project. The foregoing paragraph shall also apply to Pipeline Project No. 2 if it is determined that Pipeline Project No. 2 is to be constructed by DEVELOPER.

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the S.R. 54 Pipeline Project to an appropriately licensed contractor. The S.R. 54 Pipeline Project contractor must be certified by the FDOT. The term "competitively award" as used in this DA means to award the said contract based upon the submission of sealed bids, in accordance with the procedures set forth herein. The failure of the DEVELOPER to comply substantially and in good faith with any provision of this section may result in the rejection by the COUNTY of any request for impact fee credits related to work that was not competitively bid. Prior to initiating the competitive award process, the DEVELOPER shall provide to the COUNTY Purchasing Director and to the FDOT the bid package, which shall

include final and complete design plans, technical specifications, general and special conditions, contracts, required portions of this DA, 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, 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 their 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 the 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. The 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. The DEVELOPER shall request a vendor database list from the FDOT and 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 prebid 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 prebid 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 the 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 the 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. The DEVELOPER shall notify the COUNTY Purchasing Director and the FDOT, in writing, of the identity of the lowest responsive, responsible bidder and shall provide the COUNTY and FDOT with the proposed contract which shall be consistent with the approved bid package and the lowest responsive, responsible bid. The DEVELOPER shall award the Pipeline Project contracts to the lowest responsive, responsible bidder approved by the FDOT and COUNTY. If the 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 as applicable, including a general determination that all

bids should be rejected and the Pipeline Project should be rebid. In the event that all bidders are rejected as nonresponsive and/or nonresponsible, the Pipeline Project may be rebid following the procedures described herein. The COUNTY and FDOT shall have ten (10) business days to review, comment, and provide a statement of reasonable objections or no objection. If either the COUNTY or FDOT object, the COUNTY and FDOT reserve the right to require the DEVELOPER to award the S.R. 54 Pipeline Project contract to the next available, lowest, responsive, responsible bidder or require that all bids be rejected and a rebid performed. Upon the COUNTY'S and FDOT's statement of no objection, the 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 COUNTY Purchasing Director 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, the DEVELOPER shall comply with any applicable FDOT or State competitive-bidding requirements for the S.R. 54 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 Pipeline Project, the FDOT requirements shall govern.

b. Tender of Improvement Area: Upon the 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 S.R. 54 Pipeline Project and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY or FDOT, as applicable, shall notify the DEVELOPER and its representative in writing; and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY or FDOT to observe or inspect the work on the S.R. 54 Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the S.R. 54 Pipeline Project is constructed in accordance with the plans, 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 the FDOT's or COUNTY'S acceptance of the S.R. 54 Pipeline Project, as applicable, the DEVELOPER shall meet the applicable requirements of the FDOT and/or the COUNTY and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the FDOT or 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 S.R. 54 Pipeline Project, the DEVELOPER and/or its construction contractor(s) shall:

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

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

(3) Be responsible for supervising and inspecting the construction of the S.R. 54 Pipeline Project and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the S.R. 54 Pipeline Project 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 laboratory, acceptable to the FDOT and COUNTY in accordance with FDOT's standards and the Pasco County Engineering Services Department's testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed tests shall be reported to the 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 designs, permits, and construction activities for the S.R. 54 Pipeline Project and other road improvements are in substantial conformance with the standards established by the FDOT pursuant to Section 336.045, F.S., and by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the FDOT and COUNTY.

(7) Provide to the FDOT and COUNTY copies of all design drawings, as-built drawings, and permits received for the S.R. 54 Pipeline Project, 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 *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

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

7. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE

The DEVELOPER'S compliance with this DA and Section 5.m of the DO shall satisfy the DEVELOPER'S Proportionate Share and transportation concurrency obligations, for Phases I and II through December 31, 2015, in accordance with this DA.

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 TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the S.R. 54 Pipeline Project for reimbursement or impact fee credit to the DEVELOPER or to another entity or entities; e.g., the CDD, to the extent that such entity finances or otherwise pays for or contributes to the S.R. 54 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 Pipeline Project referenced in this DA, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the Pipeline Projects approved by the COUNTY to be impact fee creditable in accordance with this DA and the TIF 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 Pipeline Project beyond seven (7) years after payment and can thereafter be spent anywhere as desired by the COUNTY in accordance with the TIF Ordinance. In addition, the time limits on the encumbrance and expenditure of these funds, as provided in the TIF 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 TIF Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due. The foregoing paragraph shall also apply to Pipeline Project No. 2 if Pipeline Project No. 2 is determined to be impact-fee creditable pursuant to the TIF Ordinance.

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 or payment in lieu of such costs for the S.R. 54 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. In no event shall such transportation impact fee credit exceed the lesser of actual construction costs or the estimated construction costs assumed in Exhibit B. For Fiscal Year 2008, the COUNTY agrees to provide impact fee credits equivalent to twenty-five (25) single-family detached units. For Fiscal Year 2009, the COUNTY agrees

to provide impact fee credits equivalent to 275 single-family detached units, 30 condominium units, and 21,780 square feet of commercial. The amount of each credit will be determined at the time of application for the Building Permit based upon the impact fee schedule in effect at that time. The issuance of credits shall be limited by the provisions in Section 8.a above and must be in accordance with the TIF Ordinance. The DEVELOPER and/or the Credit Receiving Entity shall, on or before June 1 of each year, provide to the County Administrator or his designee an updated schedule of production for the remainder of the Project. The production schedule must show the number of anticipated units for all residential uses and the anticipated square footage for both commercial and office. In conjunction with the preparation of the COUNTY'S annual CIP budget, the County Administrator or his designee shall, on or before October 1, communicate to the DEVELOPER and/or the Credit Receiving Entity the anticipated number of units that have been included in the CIP budget for the next three (3) fiscal years. Once the DEVELOPER and/or the Credit Receiving Entity has received impact fee credits equal to the expenditures for the two Pipeline Projects, the requirement of updating the production schedule shall be eliminated. In the event the DEVELOPER fails to provide an updated production schedule on or before June 1 of any year, the COUNTY shall not be obligated to communicate, on or before October 1, the results of the CIP budget to the DEVELOPER.

(2) To receive impact fee credit or reimbursement, all requests and invoices for the S.R. 54 Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by the FDOT of the S.R. 54 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 TIF Ordinance.

(3) Notwithstanding the foregoing, the DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for:

- (a) Other Roadway Improvements.
- (b) Right-of-way donation for Sunlake Boulevard described in Section 4.b(3) of this DA.
- (c) Any internal roadway improvements or right-of-way dedications required by the MPUD Conditions of Approval and/or the Land Development Code.
- (d) Site-related intersection improvements.
- (e) Construction Engineering and Inspection (CEI) expenses in excess of ten (10) percent of the total S.R. 54 Pipeline Project cost.
- (f) S.R. 54 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 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.

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

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

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

(7) Cash Payout Option: 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.

(8) Except for the allocation schedules and amounts set forth above, this paragraph shall also apply to Pipeline Project No. 2 when it is determined to be impact fee creditable. Within one (1) year of either Pipeline Project No. 2 improvement designation or the payment of the Adjusted Pipeline Project No. 2 Cost, whichever occurs first, the COUNTY agrees to place Pipeline Project No. 2 (construction of improvement or Adjusted Pipeline Project No. 2 Cost), in the CIP to the extent necessary to provide impact fee credits for the Project.

c. Other Impact Fees: Nothing contained in this DA shall excuse the payment of any other nontransportation 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: The LOCs as specified in Paragraph b, below, shall be posted in favor of, and provided to the COUNTY prior to January 1, 2009, for the S.R. 54 Pipeline Project and prior to the approval of the first record plat (or construction plan where no plat is required) for the 2,140th du or prior to December 31, 2009, whichever occurs first for Pipeline Project No. 2. The LOCs shall be acceptable to and approved by the COUNTY to guarantee performance of the Pipeline Projects and all terms and conditions of this DA. Failure to post, revise, update, and keep effective the required LOCs shall be considered a default of

this DA, 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 and other development approval. The LOC must be issued by a bank, savings association, or other financial institution (the LOC Issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida. The LOC Issuer must have and maintain:

- (1) A minimum financial ranking of 120 in the *Bank Financial Quarterly*, or a similar financial ranking acceptable to the COUNTY'S Risk Manager.
- (2) A minimum rating of at least AA/Aa/AA by S&P, Moody's, or Fitch.
- (3) Downgrade provision: In the event the LOC Issuer does not maintain the average financial condition in Paragraph 9.a(1) above or is downgraded below the minimum in Condition No. 9.a(2) above, the LOC Issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute LOC in substantially the same form and containing the same terms as the original LOC from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original LOC.
- (4) The LOC must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other LOC Issuers.

Two (2) separate LOCs shall be posted as follows:

b. Pipeline Projects: The DEVELOPER shall post initial LOCs in the amounts of:

- (1) Forty-Eight Million Four Hundred Seventeen Thousand Seven Hundred Seventy-Seven and 00/100 Dollars (\$48,417,777.00) (125 percent of Thirty-Eight Million Seven Hundred Thirty-Four Thousand Two Hundred Twenty-Two and 00/100 Dollars [\$38,734,222.00] in July 2005 dollars) to complete, design, permit, right-of-way acquisition, and construction of S.R. 54 Pipeline Project less the amount of any LOC already posted for design of the S.R. 54 Pipeline Project in accordance with Section 4.b.(1)(a).
- (2) Sixteen Million Four Hundred Sixty-Seven Thousand Seventy-Eight and 00/100 Dollars (\$16,467,078.00) (125 percent of Thirteen Million One Hundred Seventy-Three Thousand Six Hundred Sixty-Three and 00/100 Dollars [\$13,173,663.00] in July 2005 dollars) for Pipeline Project No. 2. At least sixty (60) days prior to the applicable deadline for each LOC, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for each project. Upon approval by the COUNTY, the DEVELOPER shall provide the COUNTY with a Performance Guarantee for S.R. 54 Pipeline Project and Pipeline Project No. 2 as applicable in the minimum amount equal to 125 percent of the updated COUNTY-approved Cost Estimate in accordance with the applicable deadline for each LOC in Paragraph 9.a above. For Pipeline Project No. 2 LOC, the DEVELOPER shall be allowed to subtract the cost of the LOC issuance (not to exceed one [1] percent annually) from the time of initial posting in accordance with this DA until either the award of the construction contract or the payment of the Adjusted Pipeline Project No. 2 Cost, whichever occurs first. In addition, on the anniversary date of the applicable LOC, each LOC shall be adjusted by the most recent

construction and right-of-way indices as adopted by the TIF Ordinance as amended. On each renewal date of the LOCs, the LOCs 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 LOCs are not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder. Furthermore, on each renewal date of Pipeline Project No. 2 LOC, the DEVELOPER shall be allowed to subtract the cost of the LOC issuance (not to exceed one [1] percent annually) from the time of initial posting in accordance with this DA until either the award of the construction contract or the payment of the Adjusted Pipeline Project No. 2 Cost, whichever occurs first. Any LOC shall be returned to the DEVELOPER upon fulfillment of the obligation guaranteed by the LOC.

c. Maintenance Guarantee: Upon completion of each 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 (15) percent 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 indemnify, defend, and hold harmless 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 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 Paragraph Nos. 5.e, 5.h, and 6.c of this DA. The DEVELOPER'S obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S 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, adjudicated 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 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 and to the COUNTY and FDOT evidence of insurance coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies), identified therein and shall have

attached thereto, proof that the said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, the DEVELOPER shall require the engineers and/or contractors to also provide to the COUNTY 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 DA shall require that the insurer deliver to the COUNTY, 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 coverage 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 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 coverage 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 coverage and limits that the DEVELOPER shall require from the engineers and/or contractor under this DA are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program. The DEVELOPER shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of its own insurance program.

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

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

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

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

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

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

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: One Million and 00/100 Dollars (\$1,000,000.00) each accident.
- (iii) The DEVELOPER shall require the engineers and/or contractor and contractor's insurance companies to waive their rights of subrogation against the COUNTY and 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; broad form property and personal injury, and combined single limits:

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

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

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

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

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

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

(c) Business Automobile Liability Insurance: The DEVELOPER shall require coverage to be maintained by the engineers and/or contractor as to the ownership, maintenance, and use of all owned, nonowned, leased, or hired vehicle and employees' 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 the 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.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the 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 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 COUNTY within thirty (30) days unless the DEVELOPER agrees to extend the said submitted time period beyond thirty (30) days.

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

e. Contracts: All contracts entered into by the DEVELOPER for the 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 contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(1) The DEVELOPER shall cause all provisions of this DA in its entirety to be included and made a part of any contract for the 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 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: Ms. Rhonda Brewer, 1137 Marbella Plaza Drive, Tampa, Florida 33619, with a copy to Rhea Law, Esquire, Fowler White Boggs Banker, 501 E. Kennedy, Suite 1700, Tampa, Florida 33602; and to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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 Land Development Code 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 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 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 DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

n. Severability: Each provision of this DA is material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA shall be suspended until such time the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided however, such determination shall not affect the validity of DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO, or any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the DA shall not be suspended if the DEVELOPER, and all affected successors or assigns, agree to abide by all provisions of the DA until an amendment to the DA has been approved in order to address the illegal or invalid provision. DEVELOPER-requested amendments to this DA shall not be considered challenges to this DA and decisions by the Board of County Commissioners regarding

any DEVELOPER-requested amendments, or the like, shall not have the effect of suspending this DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, this DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared invalid or illegal.

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 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.

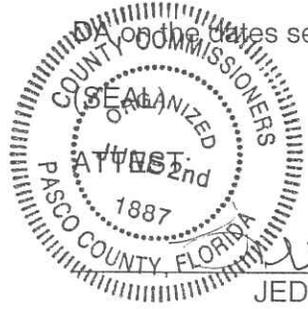
v. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

w. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any

such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. 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, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the 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 by their duly authorized representatives executed this



of the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Jed Pittman
JED PITTMAN, CLERK

Ted Schrader
TED SCHRADER, CHAIRMAN

Date: _____ **APPROVED** _____

MAR 25 2008

WITNESSES:

L.S.B. CORP.

Katherine B Welkers

BY: Craig L Bexley

Dorothy A Chapman

Craig L Bexley
Print

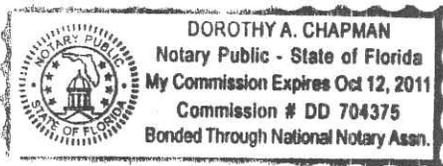
Its President
Title

Date: 4/16/08

STATE OF Florida
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this April 17, 2008 (date), by Craig L. Bexley, LSB. corp President (name of corporation acknowledging) a Florida (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:



Dorothy A Chapman
NOTARY

WITNESSES:

Katherine B Welker
Sarah A Chapman

BEXLEY RANCHLAND TRUST

BY: Patrick Bexley
Print

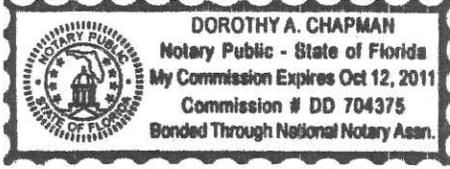
Its Trustee
Title

Date: 4/16/08

STATE OF Florida
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this April 17, 2008 (date), by Patrick Bexley, Bexley Ranch Land Trust, Trustee (name of corporation acknowledging) a Florida Trust (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:



Sarah A Chapman
NOTARY

WITNESSES:

Katherine B Welker
Sarah A Chapman

NNP-BEXLEY, LTD., A FLORIDA LIMITED PARTNERSHIP

BY: Rhonda Brewer

Rhonda Brewer
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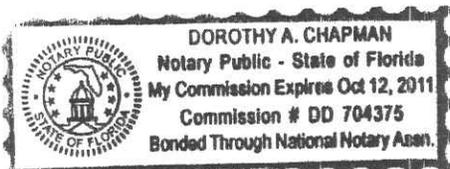
Its Assistant Vice President
Title

Date: 4/16/08

STATE OF Florida
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this April 17, 2008 (date), by Rhonda Brewer, Asst Vice President (name of corporation acknowledging) a Florida limited partnership (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:



Sarah A Chapman
NOTARY

EXHIBITS

- A. Legal Description
- B. Proportionate Share Table
- C. Transportation Improvements
- D. Roadway Link Improvements
- E. Pipeline Project Intersection Improvements
- F. Other Intersection Improvements

EXHIBIT A

**DRI NO. 255 - BEXLEY RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

LANDS COMPUTED OR CALCULATED BY ACREAGE OR LAND AREA, THE NORTH LINE OF WHICH RUNS IN AN EAST-WEST DIRECTION PARALLEL TO THE NORTH BOUNDARY OF TOWNSHIP 26 SOUTH RANGE 18 EAST, PASCO COUNTY, FLORIDA, AND ALL LYING AND BEING IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA:

SECTION 3: THAT PART OF THE NW 1/4 OF NW 1/4 AND THAT PART OF THE SE 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY, AND THE SW 1/4 OF NW 1/4, THE SW 1/4, THE W 1/2 OF SE 1/4, AND THE SE 1/4 OF SE 1/4.

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: ALL

SECTION 10: ALL

SECTION 11: THAT PART OF THE SW 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY SEABOARD AIR LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHWEST-SOUTHEAST DIRECTION ACROSS THE LAND, AND THE SW 1/4 LESS THAT PART THEREOF LYING SOUTHEASTERLY OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY ATLANTIC COAST LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHEAST-SOUTHWEST DIRECTION ACROSS THE LAND.

SECTION 15: THAT PART OF THE W 3/4 LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 16: ALL.

SECTION 17: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 18: ALL.

SECTION 19: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 20: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

PARCEL II

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, BEING A PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT- OF-WAY, LOCATED IN THE NE 1/4 AND W 1/2 OF SECTION 15, SECTION 16, THE SE 1/4 OF SECTION 17 AND THE NE 1/4 OF SECTION 20, ALL IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, EXTENDING SOUTHWESTERLY FROM A POINT OF BEGINNING LOCATED IN SAID SECTION 15 AT THE INTERSECTION OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND THE CENTER LINE OF TOWER ROAD ACROSS A PORTION OF SAID SECTION 15, SAID SECTION 16, THE SE 1/4 OF SAID SECTION 17, AND THE NE 1/4 OF SAID SECTION 20, AND TERMINATING AT A POINT ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20 AT A POINT 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20, INCLUDING ALL OF THE SAID SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY EXTENDING FROM SAID POINT OF BEGINNING TO THE POINT OF TERMINATION THEREOF, INCLUDING ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY CONVEYED HEREBY IS FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT A POINT ON THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, WHICH POINT LIES 260.4 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 15; RUN THENCE ON A TANGENT BEARING SOUTH 38 DEGREES 33 MINUTES WEST FOR A DISTANCE OF 1,237.2 FEET TO THE POINT OF CURVATURE OF A 3 DEGREE CURVE; THENCE ON A 3 DEGREE CURVE TO THE RIGHT A DISTANCE OF 1,031.1 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE AN A TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 135 FEET, MORE OR LESS, TO INTERSECT THE CENTER LINE OF TOWER ROAD, WHICH POINT IS THE POINT OF BEGINNING OF THIS CENTER LINE DESCRIPTION; CONTINUE THENCE ON SAID TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 3,556 FEET TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF SAID SECTION 15, ALSO BEING THE EAST BOUNDARY LINE OF SECTION 16 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ACROSS SAID SECTION 16 A DISTANCE OF 5,601.5 FEET TO INTERSECT THE WEST BOUNDARY LINE OF SAID SECTION 16, ALSO THE EAST BOUNDARY LINE OF SAID SECTION 17 IN SAID TOWNSHIP AND RANGE, AT A POINT 543.9 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 17; RUN THENCE ON A TANGENT BEARING SOUTH 69 DEGREES 30 MINUTES WEST FOR A DISTANCE OF 1,534.1 FEET TO THE POINT OF CURVATURE OF A 30 MINUTES CURVE, THENCE ON A 30 MINUTES CURVE TO THE RIGHT FOR A DISTANCE OF 39.6 FEET TO THE SOUTH BOUNDARY LINE OF THE ABOVE-DESCRIBED SECTION 17, ALSO BEING THE NORTH BOUNDARY LINE OF SECTION 20 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ON SAID 30 MINUTES CURVE TO THE RIGHT A DISTANCE OF 460.4 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE ON A TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 760 FEET, MORE OR LESS, TO A POINT LOCATED ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20, WHICH POINT LIES 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20 AND IS THE POINT OF TERMINATION OF THIS CENTER LINE DESCRIPTION.

THE PORTION OF SAID RIGHT-OF-WAY LOCATED WITHIN SAID SECTIONS 15, 17 AND 20 IS 120 FEET IN WIDTH LYING 60 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND WAS ACQUIRED BY THE ORANGE BELT RAILWAY COMPANY, A FLORIDA CORPORATION, BY DEED DATED JUNE 13, 1890, AND RECORDED FEBRUARY 18, 1891, IN DEED BOOK 9, PAGE 592, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE PORTION OF SAID RIGHT-OF-WAY LYING WITHIN SAID SECTION 16 IS 200 FEET IN WIDTH, LYING 100 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY.

PARCEL III

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER 120 FOOT WIDE RIGHT-OF-WAY, BEING PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT-OF-WAY, LOCATED IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, LYING 60 FEET EACH SIDE OF THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER MAIN TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 AND THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS 1,238.8 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 19; THENCE EXTEND SOUTHWESTERLY ALONG SAID CENTER LINE ON TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 5,603.7 FEET TO THE WEST BOUNDARY LINE OF SAID SECTION 19, INCLUDING ALL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY IN SAID SECTION 19 AND ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

LESS AND EXCEPT, HOWEVER, THAT PORTION OF SAID FORMER RIGHT-OF-WAY THAT EXTENDS FROM THE WEST BOUNDARY OF SAID SECTION 19 A DISTANCE OF 833.36 FEET INTO SAID SECTION 19.

LESS RIGHTS OF WAY IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 303, PAGE 18, OFFICIAL RECORDS BOOK 3444, PAGE 936, RE-RECORDED IN OFFICIAL RECORDS BOOK 3448, PAGE 390, OFFICIAL RECORDS BOOK 3444, PAGE 1027, OFFICIAL RECORDS BOOK 3444, PAGE 1030, OFFICIAL RECORDS BOOK 3832, PAGE 1936 AND OFFICIAL RECORDS BOOK 3832, PAGE 1943

PARCELS I, II AND III BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, SOUTH 89°41'26" EAST, A DISTANCE OF 554.53 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 589, SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID NORTH BOUNDARY LINE, SOUTH 67°44'00" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 422.49 FEET; THENCE CONTINUE ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING TWENTY-SIX (26) DESCRIBED COURSES: (1) SOUTH 02°48'31" EAST, A DISTANCE OF 460.31 FEET; (2) THENCE SOUTH 67°16'54" WEST, A DISTANCE OF 388.09 FEET; (3) THENCE SOUTH 07°51'14" EAST, A DISTANCE OF 502.99 FEET; (4) THENCE SOUTH 05°51'10" EAST, A DISTANCE OF 601.76 FEET; (5) THENCE SOUTH 32°36'03" EAST, A DISTANCE OF 537.76 FEET; (6) THENCE SOUTH 00°10'35" WEST, A DISTANCE OF 721.22 FEET; (7) THENCE NORTH 88°57'06" WEST, A DISTANCE OF 379.81 FEET; (8) THENCE SOUTH 07°53'48" WEST, A DISTANCE OF 1319.98 FEET; (9) THENCE SOUTH 04°05'08" WEST, A DISTANCE OF 1249.46 FEET; (10) THENCE SOUTH 41°54'14" EAST, A DISTANCE OF 939.86 FEET; (11) THENCE SOUTH 08°09'14" WEST, A DISTANCE OF 155.34 FEET; (12) THENCE NORTH 89°25'37" WEST, A DISTANCE OF 189.75 FEET; (13) THENCE NORTH 44°47'10" WEST, A DISTANCE OF 335.43 FEET; (14) THENCE NORTH 18°21'41" WEST, A DISTANCE OF 251.24 FEET; (15) THENCE NORTH 64°51'52" WEST, A DISTANCE OF 125.07 FEET; (16) THENCE SOUTH 01°12'17" WEST, A DISTANCE OF 587.23 FEET; (17) THENCE SOUTH 00°24'38" WEST, A DISTANCE OF 2907.58 FEET; (18) THENCE SOUTH 89°36'55" EAST, A DISTANCE OF 174.85 FEET; (19) THENCE SOUTH 76°25'46" EAST, A DISTANCE OF 395.64 FEET; (20) THENCE SOUTH 15°29'58" EAST, A DISTANCE OF 218.56 FEET; (21) THENCE SOUTH 76°54'03" WEST, A DISTANCE OF 637.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS 22718.31 FEET AND A CENTRAL ANGLE

OF 05°52'02"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2326.45 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 02°47'01" EAST AND A CHORD DISTANCE OF 2325.44 FEET, TO A POINT OF TANGENCY; (22) THENCE SOUTH 05°42'50" EAST, A DISTANCE OF 853.06 FEET; (23) THENCE NORTH 81°15'47" EAST, A DISTANCE OF 380.74 FEET; (24) THENCE SOUTH 09°16'45" EAST, A DISTANCE OF 320.42 FEET; (25) THENCE SOUTH 55°26'34" WEST, A DISTANCE OF 456.61 FEET; (26) THENCE SOUTH 05°42'09" EAST, A DISTANCE OF 4770.05 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, NORTH 72°55'48" EAST, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 4367.88 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 19 AND 20, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 00°36'15" E, ALONG SAID COMMON BOUNDARY, A DISTANCE OF 125.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID COMMON BOUNDARY, NORTH 72°55'48" E, ALONG SAID NORTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 2764.66 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 20; THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°28'44" W, ALONG SAID WEST BOUNDARY, A DISTANCE OF 125.86 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 72°55'48" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 789.10 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 11519.19 FEET AND A CENTRAL ANGLE OF 02°29'11"; THENCE EASTERLY, ALONG THE ARC OF THE SAID CURVE AND SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 499.91 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 71°40'24" EAST AND A CHORD DISTANCE OF 499.87 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 70°25'48" EAST A DISTANCE OF 1506.91 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, SOUTH 00°14'58" W, ALONG SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, A DISTANCE OF 480.61 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, SOUTH 89°24'20" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 16, A DISTANCE OF 2633.41 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, SOUTH 89°24'34" EAST A DISTANCE OF 2633.41 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 21, NORTH 00°19'39" E, ALONG THE COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, TOWNSHIP 26 SOUTH, RANGE 18 EAST, A DISTANCE OF 2413.37 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, NORTH 70°24'57" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 3594.07 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 19°39'57" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 149.58 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 70°20'04" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, A DISTANCE OF 141.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1075.00 FEET AND A CENTRAL ANGLE OF 03°28'49"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 65.30 FEET, SAID

CURVE HAVING A CHORD BEARING OF NORTH 68°35'39" EAST AND A CHORD DISTANCE OF 65.29 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1820.08 FEET AND A CENTRAL ANGLE OF 12°47'27"; (2) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 405.26 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 61°16'52" EAST AND A CHORD DISTANCE OF 404.42 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 28°57'24"; (3) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 118.77 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 40°25'27" EAST AND A CHORD DISTANCE OF 117.51 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 25°56'45" EAST, A DISTANCE OF 32.34 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 09°06'56"; (5) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 42.16 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 30°30'13" EAST AND A CHORD DISTANCE OF 42.12 FEET; THENCE NORTH 35°03'46" EAST A DISTANCE OF 43.23 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 THE NORTHEAST 1/4 OF THE AFORESAID SECTION 15; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 00°17'56" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1049.92 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 THE NORTHEAST 1/4 OF SECTION 15; THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°31'35" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 785.95 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE AFORESAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, SAID NON-TANGENT CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 07°27'23"; THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID NON-TANGENT CURVE, A DISTANCE OF 81.34 FEET, SAID NON-TANGENT CURVE HAVING A CHORD BEARING OF NORTH 28°49'33" EAST AND A CHORD DISTANCE OF 81.28 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 15°58'35"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID REVERSE CURVE, A DISTANCE OF 160.33 FEET, SAID REVERSE CURVE HAVING A CHORD BEARING OF NORTH 33°05'09" EAST AND A CHORD DISTANCE OF 159.81 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 36°20'38"; (2) THENCE EASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 161.75 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 59°14'46" EAST AND A CHORD DISTANCE OF 159.05 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 77°25'05" EAST, A DISTANCE OF 109.11 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 37°56'16"; (4) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 148.98 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 58°26'57" EAST AND A CHORD DISTANCE OF 146.27 FEET TO A POINT OF TANGENCY; (5) THENCE NORTH 39°28'48" EAST, A DISTANCE OF 1933.55 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, NORTH 34°56'51" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, A DISTANCE OF 10510.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°59'32" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 445.97 FEET TO THE COMMON CORNER BETWEEN SECTIONS 3 AND 4, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 4, NORTH 89°41'33" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'19" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 5, NORTH 89°41'05" WEST, A DISTANCE OF 2644.67 FEET

TO THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°40'50" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, NORTH 89°39'11" WEST, A DISTANCE OF 11.46 FEET TO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 18 EAST; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST A DISTANCE OF 2632.87 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST, A DISTANCE OF 14.34 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'26" WEST A DISTANCE OF 2075.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 6871.239 ACRES OF LAND, MORE OR LESS.

REVIEWED BY:

MARVIN H. COX, PLS #3439
SURVEY MANAGER – TAMPA OFFICE
WILSONMILLER, INC. - LB # 043

SEAL

EXHIBIT B

**DRI NO. 255 - BEXLEY RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

PROPORTIONATE SHARE TABLE

EXHIBIT B

TABLE 21-14 (revised 2/02/06)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
Bexley Ranch DRI

Road	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase I - 2010									
SR 54	W. Ramps to Suncoast Pkwy-EB	0.15	6 LD	3,658,166 ¹	239	930	25.70	548,725	141,016
	W. Ramps to Suncoast Pkwy-EB	0.15	6 LD	3,658,166 ¹	164	930	17.63	548,725	96,764
	Suncoast Pkwy to Suncoast DRI E-EB	0.30	8 LD	6,595,737 ¹	415	1,680	24.70	1,978,721	488,791
	Suncoast Pkwy to Suncoast DRI E-WB	0.30	8 LD	6,595,737 ¹	286	1,680	17.02	1,978,721	336,854
	Suncoast DRI E to Sunlake Blvd. - EB	2.03	6 LD	3,658,166 ¹	100	930	10.75	7,426,077	798,503
	Suncoast DRI E to Sunlake Blvd. - WB	2.03	6 LD	3,658,166 ¹	146	930	15.70	7,426,077	1,165,814
	Sunlake Blvd. to US 41 - EB	2.72	8 LD	6,595,373 ¹	190	1,680	11.31	17,939,415	2,028,862
	Sunlake Blvd. to US 41 - WB	2.72	8 LD	6,595,373 ¹	277	1,680	16.49	17,939,415	2,957,868
	US 41 to Collier Parkway - EB	1.54	6 LD	3,658,166 ¹	84	930	9.03	5,633,576	508,839
	US 41 to Collier Parkway - WB	1.54	6 LD	3,658,166 ¹	123	930	13.23	5,633,576	745,086
	Collier Parkway to Livingston - EB	0.62	6 LD	3,658,166 ¹	130	930	13.98	2,268,063	317,041
	Collier Parkway to Livingston - WB	0.62	6 LD	3,658,166 ¹	170	930	18.28	2,268,063	414,592
	Livingston to SR 56 - EB	1.71	6 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	1.71	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sunlake Blvd	SR 54 to Tower Rd - NB	1.95	4 LD	4,308,734 ¹	184	1,620	11.36	8,402,031	954,305
	SR 54 to Tower Rd - SB	1.95	4 LD	4,308,734 ¹	127	1,620	7.84	8,402,031	658,678
Tower Rd	SR 54 to Project Drive - NB	1.94	4 LD	5,376,790 ^{1,3}	871	1,620	53.77	10,430,973	5,608,258
	SR 54 to Project Drive - SB	1.94	4 LD	5,376,790 ^{1,3}	566	1,620	34.94	10,430,973	3,644,402
	Project Drive Sunlake Blvd - NB	2.08	4 LD	4,308,734 ¹	977	1,620	60.31	8,962,167	5,404,961
	Project Drive Sunlake Blvd - SB	2.08	4 LD	4,308,734 ¹	671	1,620	41.42	8,962,167	3,712,107
	Sunlake Blvd to US 41 - NB	2.96	2 LU	3,824,350 ¹	205	760	26.97	11,320,076	3,053,442
	Sunlake Blvd to US 41 - SB	2.96	2 LU	3,824,350 ¹	297	760	39.08	11,320,076	4,423,767
US 41	Tower Rd to Ridge Rd - NB	2.84	4 LD	5,478,540	129	2,280	5.66	15,564,532	880,625
	Tower Rd to Ridge Rd - SB	2.84	4 LD	5,478,540	188	2,280	8.25	15,564,532	1,283,391
	Ridge Rd to Keene Rd - NB	1.86	4 LD	4,372,722	61	2,280	2.68	8,133,263	217,600
	Ridge Rd to Keene Rd - SB	1.86	4 LD	4,372,722	89	2,280	3.90	8,133,263	317,483
PHASE I TOTAL									42,109,677

¹ No Right-Of-Way required

² Project Traffic divided by Service Volume Increase

³ Urban Arterial Construction Costs

209,726,166

42,109,677

EXHIBIT B (cont.)

TABLE 21-14 - Continued (Revised 2/02/06)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
Bexley Ranch DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase II- 2015										
SR 54	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	459	930	49.35	548,725	270,822
	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	353	930	37.96	548,725	208,279
	Suncoast Pkwy to Suncoast DRI E-EB	4 LD	0.30	8 LD	6,595,373 ¹	806	1,680	47.98	1,978,612	949,263
SR 54	Suncoast Pkwy to Suncoast DRI E-WB	4 LD	0.30	8 LD	6,595,373 ¹	618	1,680	36.79	1,978,612	727,847
	Suncoast DRI E to Sunlake Rd - EB	4 LD	2.03	6 LD	3,658,166 ¹	167	930	17.96	7,426,077	1,333,500
	Suncoast DRI E to Sunlake Rd. - WB	4 LD	2.03	6 LD	3,658,166 ¹	218	930	23.44	7,426,077	1,740,736
	Sunlake Rd to US 41 - EB	4 LD	2.72	8 LD	6,595,373 ¹	440	1,680	26.19	17,939,415	4,698,418
	Sunlake Rd to US 41 - WB	4 LD	2.72	8 LD	6,595,373 ¹	574	1,680	34.17	17,939,415	6,129,300
	US 41 to Collier Parkway - EB	4 LD	1.54	6 LD	3,658,166 ¹	169	930	18.17	5,633,576	1,023,736
	US 41 to Collier Parkway - WB	4 LD	1.54	6 LD	3,658,166 ¹	221	930	23.76	5,633,576	1,338,732
	Collier Parkway to Livingston - EB	4 LD	0.62	8 LD	4,570,393 ¹	130	1,680	7.74	2,833,644	219,270
	Collier Parkway to Livingston - WB	4 LD	0.62	8 LD	4,570,393 ¹	170	1,680	10.12	2,833,644	286,738
	Livingston to SR 56 - EB	4 LD	1.71	6 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	4 LD	1.71	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sun Lake Blvd.	SR 54 to Tower Rd - NB	n/a	1.95	4 LD	4,308,734 ¹	442	1,620	27.28	8,402,031	2,292,406
	SR 54 to Tower Rd - SB	n/a	1.95	4 LD	4,308,734 ¹	339	1,620	20.93	8,402,031	1,758,203
	SR 54 to Project Drive - NB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,583	2,450	64.61	12,734,907	8,228,309
	SR 54 to Project Drive - SB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,215	2,450	49.59	12,734,907	6,315,474
Tower Rd	Project Drive to Sunlake Blvd. - NB	n/a	2.08	6 LD	5,461,189 ¹	1,481	2,450	60.45	11,359,273	6,866,565
	Project Drive to Sunlake Blvd. - SB	n/a	2.08	6 LD	5,461,189 ¹	1,232	2,450	50.29	11,359,273	5,712,092
	Sunlake Blvd. to US 41 - NB	n/a	2.96	4 LD	4,308,734 ¹	557	1,620	34.38	12,753,853	4,385,121
	Sunlake Blvd. to US 41 - SB	n/a	2.96	4 LD	4,308,734 ¹	727	1,620	44.88	12,753,853	5,723,488
US 41	Tower Rd to Ridge Rd - NB	2 LU	2.84	4 LD	4,391,646	343	2,680	12.80	12,476,666	1,596,827
	Tower Rd to Ridge Rd - SB	2 LU	2.84	4 LD	4,391,646	447	2,680	16.68	12,476,666	2,080,996
	Ridge Rd to Keene Rd - NB	2 LU	1.86	4 LD	4,415,281	165	2,680	6.16	8,194,762	504,528
	Ridge Rd to Keene Rd - SB	2 LU	1.86	4 LD	4,415,281	215	2,680	8.02	8,194,762	657,416
	Keene Blvd to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	108	1,000	10.80	2,649,169	286,110
	Keene Blvd to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	141	1,000	14.10	2,649,169	373,533
Ridge Rd	US 41 to Suncoast - EB	2 LU	4.2	4 LD	3,658,166 ¹	88	860	10.23	15,364,297	1,572,161
	US 41 to Suncoast - WB	2 LU	4.2	4 LD	3,658,166 ¹	67	860	7.79	15,364,297	1,196,986
PHASES I & II TOTAL										70,427,484
PHASES I & II TOTAL										253,100,942

¹ No Right-Of-Way required

² Project Traffic divided by Service Volume Increase

³ Urban Arterial Construction Costs

TABLE 21-15 (revised 2/17/06) INTERSECTION IMPROVEMENT PROPORTIONATE SHARE Bexley Ranch DRI				
Intersection	Required Improvement	Cost ¹	% Project Traffic ²	Proportionate Share
Phase I (2010)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	17.5	\$ 138,416
SR 54/Tower Rd ⁷	SB right, dual EB Lefts, WB Right ⁴	\$ 769,509	25.1	\$ 193,147
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁵	\$ 668,653	9.7	\$ 64,859
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	2.6	\$ 2,595,211
SR 54/Collier Pkwy ⁷	WB left; SB left, SB right	\$ 992,659	12.1	\$ 120,112
SR 54/SR 56 ⁷	SB right	\$ 567,797	7.7	\$ 43,720
US 41/Tower Rd ⁷	EB right; SB right	\$ 1,237,247	29.2	\$ 361,276
PHASE 1 TOTAL		\$104,842,612		\$ 3,516,741
Phase II (2015)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	25.8	\$ 204,064
SR 54/Tower Rd ⁷	dual SB right, dual EB Left, WB Right ⁶	\$ 992,659	100.0	\$ 992,659
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁵	\$ 668,653	19.1	\$ 127,713
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	6.3	\$ 6,288,395
SR 54/Collier Pkwy ⁷	N/A	\$ 992,659	17.7	\$ 175,701
SR 54/SR 56 ⁷	N/A	\$ 567,797	12.5	\$ 70,975
US 41/Tower Rd ⁷	dual EB lefts; NB left	\$ 1,539,815	25.6	\$ 394,193
US 41/Dale Mabry Hwy ⁷	EB left	\$ 445,503	41.2	\$ 183,547
PHASES I & II TOTAL		\$105,813,833		\$ 8,437,247

¹Thru lane and exclusive lane mainline improvements are included in roadway improvement costs

² Project Traffic as a percentage of Increased Service Volume

³ cost of WB left included in cost of mainline improvement

⁴ cost of one EB left, WB right and included in cost of mainline

⁵ cost of EB left, one SB left and SB right included in cost of mainline improvement.

⁶ cost of one SB right, one EB left, 1 WB right included in mainline costs

⁷ cost of signalization & mast arm improvements

⁸ cost for interchange include signalization improvements

EXHIBIT C

**DRI NO. 255 - BEXLEY RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

TRANSPORTATION IMPROVEMENTS

EXHIBIT C
BEXLEY RANCH DRI
TRANSPORTATION IMPROVEMENTS ⁴

Proportionate Share	Description	Foot note	Road	Segment or Description
\$78,864,731	Total Proportionate Share Amount from Exhibit B, The Roadway & Intersection Proportionate Share Tables (Tables 21-14 and 21-15)			
(\$18,369,728)	On-site and Off-site Access Related	* 1, 2	Tower Road/Ashley Glen Blvd.	4-lane from Sunlake Blvd to SR 54.
(\$2,750,000)	On-site and Off-site Access Related	* 1	Tower Road	2-lane from Sunlake Blvd to Drexel Rd including on-site realignment.
(\$4,050,609)	Off-site Access Related	* 1, 2	Sunlake Boulevard	Western 2-lane from SR 54 to southernmost site boundary.
(\$450,000)	On-Site related ROW	*	Sunlake Boulevard ROW only	ROW >166 ft up to 200 ft from southern boundary of site to northern boundary of site.
\$53,244,394	Subtotal			
(\$38,734,222)	Pipeline	**	SR 54	6-lane from Suncoast to US 41 "Thru" lanes; terminus of 6-lane west of Suncoast to terminus of 6-lane west of US 41. Includes single turn lanes at all existing intersections and future intersections of Tower Rd and Sunlake Blvd. Also includes signal modifications at Oakstead and Suncoast interchange.
(\$1,336,509)	Pipeline	**	SR 54	Intersection improvements at Tower Rd/Ashley Glen Blvd, Ballantrae Blvd, and Sunlake Blvd. Cost for each intersection includes the cost for 6 lane signalization in the amount of \$344,647 and the cost for one EB turn lane for a total of 2 EB turn lanes in the amount of \$100,856. Total cost per intersection = 100,856+\$344,647=\$445,503
(\$13,173,663)	Pipeline TBD	1, 3	TBD by BOCC	TBD by BCC or payment prior to platting of 2500th unit or equiv. PM peak hr trips. Construction or payment in lieu of construction for one or more of the following: Suncoast Pkwy/SR 54 interchange, Ridge Rd, US 41, Sunlake Blvd, Tower Rd or other parallel facilities; Impact fee credits determined by CIP and Transportation Impact Fee Ordinance.
\$0	On-site Access related	*** 1	Sunlake Boulevard	(a) 2-lane within entire site, (b) Up to 166 ROW through entire site, (c) 4-lane from southernmost boundary of site to northern boundary of TC.
\$0	Off-site Access related	*** 2	Tower Road	Repave Tower Rd with 24 ft of pavement or other pavement width as may be approved by DRC from Drexel Rd to U.S. 41, including any design, regulatory permits as applicable, construction and right-of-way acquisition needed for such repavement and for any drainage or other improvements needed for such repavement.
\$0	Off-site Access related	***	Lake Patience	2-lane from Sunlake Blvd to terminus in Oakstead.
\$0	Off site Access related	***	Intersection Improvements	Required offsite intersection improvements: Sunlake Blvd and Tower Rd.
(\$53,244,394)	Subtotal			

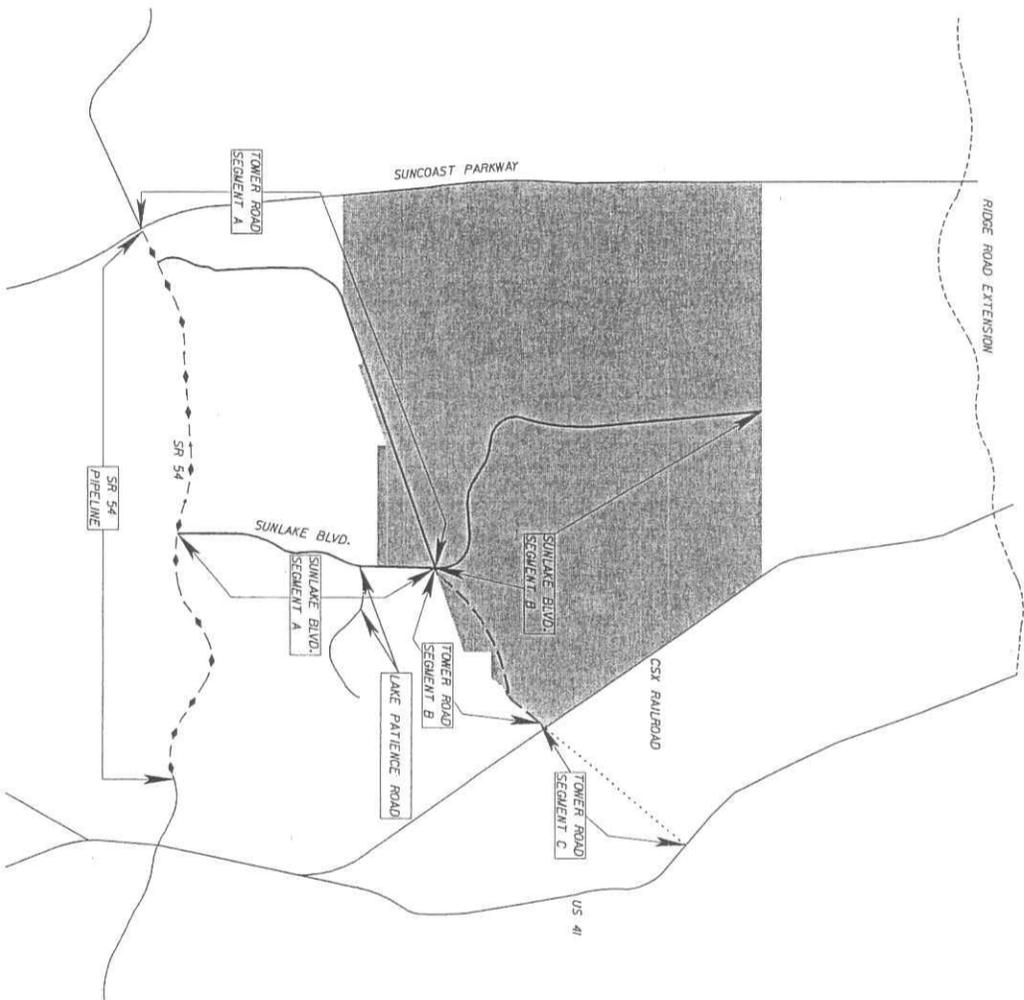
* Developer builds at own expense. No impact fee credit. Proportionate share credit only.
 ** Proportionate share and Impact fee creditable subject to caps and timing in CIP and not to exceed the lessor of actual construction costs or amount assumed in the proportionate share table.
 *** Not impact fee creditable and not proportionate share creditable
 1 Includes any intersection improvements determined to be necessary by the County, including but not limited to, signalization.
 2 May require cash payment in lieu of construction if constructed by others.
 3 Amount shall be adjusted by most recent construction and right-of-way indices as adopted by the Pasco County Transportation Impact Fee Ordinance, as amended.
 4 Table does not include any internal roadways and intersection improvements required by Pasco County Arterial and Collector Spacing Standards and Access Management Ordinance.

EXHIBIT D

**DRI NO. 255 - BEXLEY RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

ROADWAY LINK IMPROVEMENTS

EXHIBIT D



LEGEND	
	2 LANE ROAD
	2 LANE ROAD RESURFACING
	4 LANE ROAD
	6 LANE ROAD
	PROJECT BOUNDARY

* NOT TO SCALE

◦ TOWER ROAD SEGMENT A : CONSTRUCT 4 LANE SECTION
 ◦ TOWER ROAD SEGMENT B : CONSTRUCT 2 LANE RURAL SECTION
 ◦ TOWER ROAD SEGMENT C : 2 LANE ROAD RESURFACING

◦ LAKE PATIENCE: ROAD CONSTRUCTION 2 LANE RURAL SECTION

◦ SUNLAKE BLVD. SEGMENT A : CONSTRUCT WESTERN 2 LANES OF 6 LANE DIVIDED SECTION FROM SR 54 TO SOUTHERN SITE BOUNDARY, IAT THE POINT WHERE IT INTERSECTS THE SUNLAKE BOULEVARD ALIGNMENT.
 ◦ SUNLAKE BLVD. SEGMENT B : CONSTRUCT 2 LANE SECTION OF 6 LANE DIVIDED SECTION FROM SOUTHERN BOUNDARY TO THE NORTHERN BOUNDARY OF THE SITE. CONSTRUCT 4 LANES OF 6 LANE DIVIDED SECTION FROM SOUTHERN BOUNDARY OF THE SITE TO THE NORTHERN BOUNDARY OF TOWN CENTER.
 ◦ DEDICATE 200' OF RIGHT-OF-WAY FROM SOUTHERN BOUNDARY TO THE NORTHERN BOUNDARY SITE.

◦ SR 54 PIPELINE IMPROVEMENTS: WIDEN 4 LANES TO 6 LANES

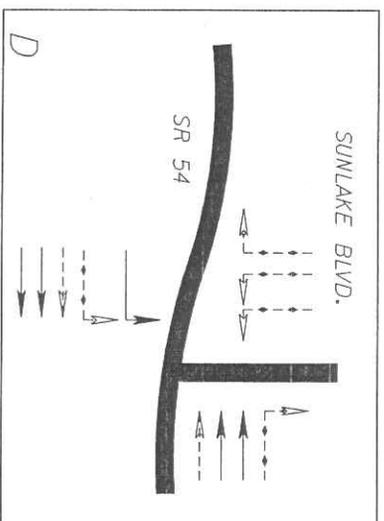
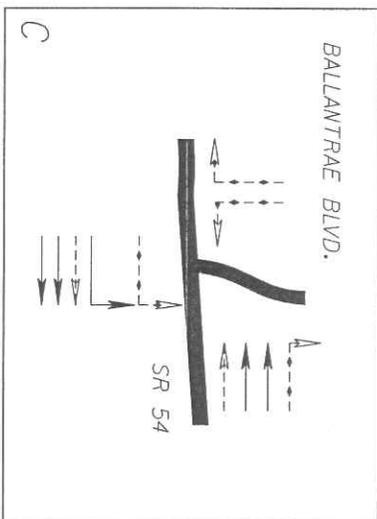
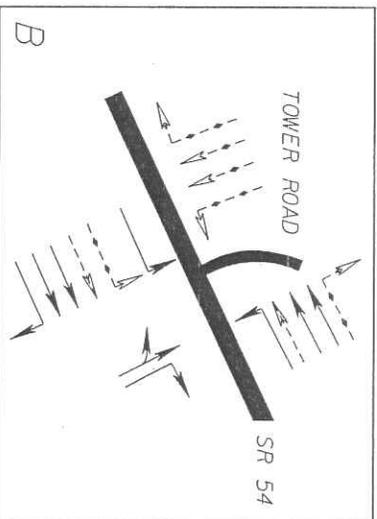
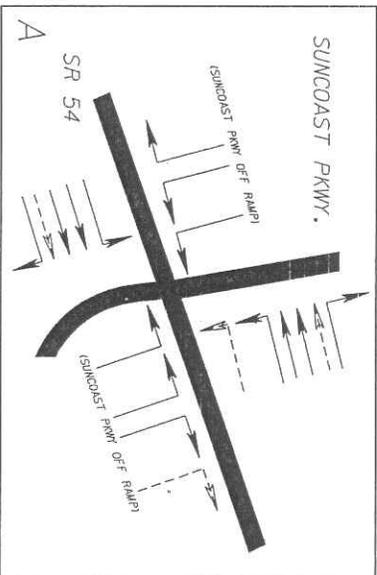
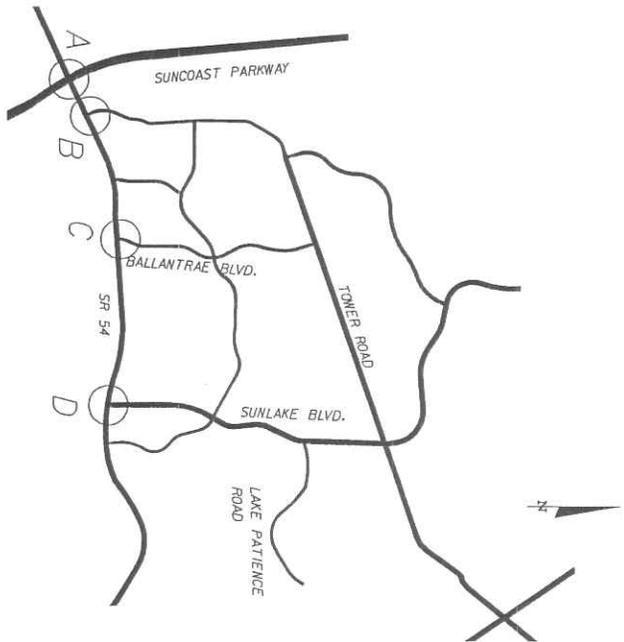
BEXLEY RANCH DRI - ROADWAY LINK IMPROVEMENTS

EXHIBIT E

**DRI NO. 255 - BEXLEY RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

PIPELINE PROJECT INTERSECTION IMPROVEMENTS

EXHIBIT E



- o SR 54 & SUNCOAST PKWY: WESTBOUND LEFT; NORTHBOUND RIGHT REVERSE TRAFFIC SIGNAL
 - o SR 54 & TOWER ROAD: DUAL EASTBOUND LEFT; WESTBOUND RIGHT SOUTHBOUND LEFT; SOUTHBOUND RIGHT; NEW TRAFFIC SIGNAL
 - o SR 54 & SUNLAKE BLVD: EASTBOUND LEFT; WESTBOUND RIGHT; DUAL SOUTHBOUND LEFT; SOUTHBOUND RIGHT; NEW TRAFFIC SIGNAL
- DESIGN OF NB & SB APPROACHES MUST ACCOMMODATE FUTURE THROUGH MOVEMENTS, AS WELL AS DUAL WB LEFT TURN MOVEMENTS & EB RIGHT TURN MOVEMENTS
- o SR 54 & BALLANTRAE: RECONSTRUCT EXISTING INTERSECTION TO ACCOMMODATE NEW THROUGH LANES
 - o SR 54 & ORKSTEAD: RECONSTRUCT EXISTING INTERSECTION TO ACCOMMODATE NEW THROUGH LANES INCLUDING NECESSARY SIGNAL MODIFICATIONS.
 - o SR 54 & SUNCOAST MEADOWS: RECONSTRUCT EXISTING INTERSECTION TO ACCOMMODATE NEW THROUGH LANES
- o THE "SITE RELATED" SR 54 INTERSECTION IMPROVEMENTS, AS DESCRIBED IN EXHIBIT H OF THE DD, CONSIST OF MODIFICATION OF THE SIGNALS TO ACCOMMODATE 6 THROUGH LANES AND THE CONSTRUCTION OF ONE ADDITIONAL EASTBOUND LEFT TURN LANE AT SR 54 AND TOWER (ASHLEY GLEN), SR 54 AND BALLANTRAE, AND SR 54 AND SUNLAKE BOULEVARD
- LEGEND**
- EXISTING LANES
 - IMPACT FEE CREDITABLE
 - IMPACT FEE NON-CREDITABLE PIPELINE IMPROVEMENTS

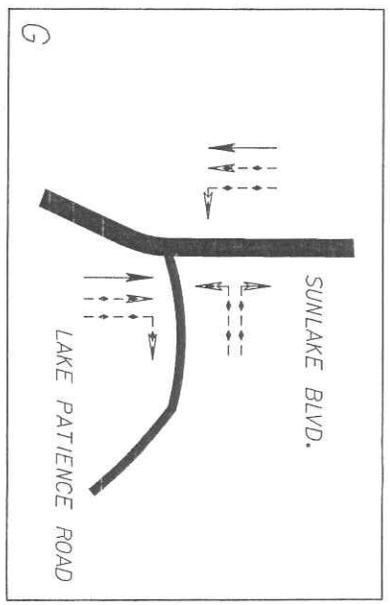
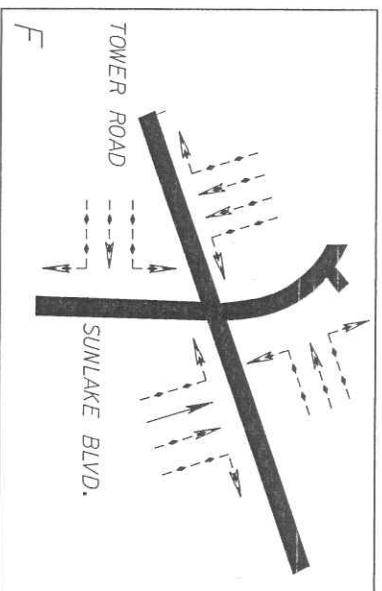
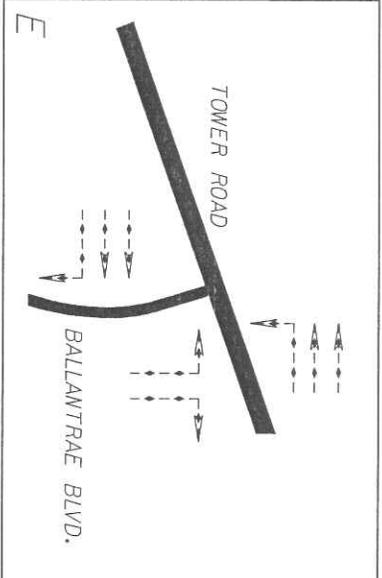
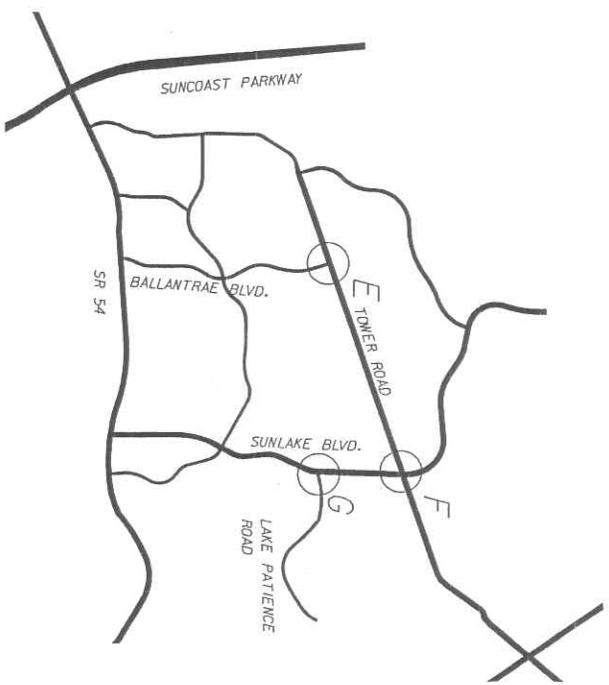
BEXLEY RANCH DRI - SR 54 PIPELINE PROJECT
INTERSECTION IMPROVEMENTS

EXHIBIT F

**DRI NO. 255 - BEXLEY RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

OTHER INTERSECTION IMPROVEMENTS

EXHIBIT F



LEGEND	
	EXISTING LANES
	IMPACT FEE NON-CREDITABLE
	OTHER IMPROVEMENTS

BEXLEY RANCH DRI - OTHER INTERSECTION IMPROVEMENTS

#255



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 8120
RETURN RECEIPT REQUESTED

December 13, 2006

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

RE: Bexley Ranch - Development of Regional Impact (#255)
Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Bexley Ranch Development of Regional Impact #255 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 November 21, 2006 and was recorded in the public records of Pasco County on December 11, 2006.

Sincerely,

A handwritten signature in cursive script, reading "Cynthia D. Spidell".

Cynthia D. Spidell, MBA
Planner II

Enclosure

cc: Kent Fast, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612
Rhea F. Law, Fowler White Boggs Banker P.A., 501 E. Kennedy Boulevard Suite 1700
Tampa, Florida 33602
John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd Suite
100, Pinellas Park, FL 33782
Georgianne Ratliff, Wilson Miller, 1101 Channelside Drive, Suite 400 N, Tampa, FL
33602

Don Whyte, Newland Communities, 15310 Amberly Drive, Suite 105, Tampa, FL 33647
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Senior Assistant County Attorney
Michael Lasala, Senior Planner

R

Growth Management NPR



Rept: 1056501 Rec: 435.00
DS: 0.00 IT: 0.00
12/11/06 Dpty Clerk

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY
AND BEXLEY RANCH LAND TRUST, L.S.B. CORP, AND NEWLAND COMMUNITIES, LLC,
FOR DEVELOPMENT OF REGIONAL IMPACT NO. 255- BEXLEY RANCH

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 Bexley Ranch Land Trust, L.S.B. Corp., and Newland Communities LLC and collectively hereinafter called the "DEVELOPER."

JED PITTMAN, PASCO COUNTY CLERK
12/11/06 03:16pm 1 of 51
OR BK 7304 PG 1491

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 March 28, 2006, Pasco County approved a Development Order with conditions for the Development of Regional Impact No. 255 (hereinafter "DO") in response to an Application for Development Approval ("ADA") for DRI No. 255 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the Bexley Ranch Development Order, (hereinafter the "Project") and attached hereto as Exhibit A; and

WHEREAS, Exhibit G of the Bexley Ranch DO and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that need 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 of the Bexley Ranch DO 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 Seventy Eight Million, Eight Hundred and Sixty Four Thousand, and Seven Hundred and Thirty One Dollars (\$78,864,731) (in July 2005 dollars) as the DEVELOPER's proportionate share contribution for the transportation impacts of the build-out of Phases I and II of the Project; and requires the DEVELOPER to construct improvements to S.R. 54, various intersection and other roadway improvements as described in Exhibit H of the DO and attached hereto as Exhibit C and as described in this Agreement (collectively referred to herein as the "Required Roadway Improvements");

WHEREAS, the Required Roadway Improvements include construction of improvements to S.R. 54 and either the construction of improvements or contribution of funds equivalent to Thirteen Million, One Hundred and Seventy Three Thousand and Six Hundred and Sixty Three Dollars (\$13,173,663) (in July 2005

dollars) as described in this Agreement for improvements to be determined by the County (collectively referred to herein as the "Pipeline Projects"); and

WHEREAS, the Florida Department of Transportation ("FDOT") and the COUNTY have agreed to accept the construction of the Required Roadway Improvements as adequately mitigating the 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 Required Roadway Improvements, and to ensure 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, 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 Required Roadway Improvements, 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 Bexley Ranch Trust and L.S.B. Corp.

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 DO.

c. Development Uses of Land: On December 19, 2006, the Board of County Commissioners will consider the adoption of Rezoning Petition No. 6669 to rezone the Project from A-C Agricultural District to MPUD Master Planned Unit Development District. Rezoning Petition No. 6669 and the DO set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco County Land Development Code and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY's existing water and sewer lines along Tower Road, subject to a Utilities Service Agreement with the COUNTY, the MPUD conditions of approval, and DO, and adequate disposal services for the Project are available through existing licensed collectors and the COUNTY's Solid

Waste Disposal and Resource Recovery System subject to applicable provisions of the Pasco County Code of Ordinances and Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD, this Development Agreement, the COUNTY's approved construction plans, and satisfaction of all County, State and Federal regulations.

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

f. Local Development Permits Needed: Prior to the construction of the Required Roadway Improvements, the DEVELOPER shall obtain any necessary 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 Phases I and II of the Project, as permitted and proposed, is consistent with the portions of the Pasco County Comprehensive Plan applicable to the project development approvals obtained as of the date of this agreement and that Phases I and II of the Project is concurrent for transportation under Chapter 400 of the Pasco County Land Development Code through the buildout date of Phases I and II, subject to the provisions of Section 5.m(4) of the DO and subject to the terms and conditions of this Agreement. To the extent not otherwise vested, the Project will be subject to the Pasco County Land Development Code and the Comprehensive Plan.

h. Requirements Necessary for the Public Health, Safety and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens have been identified and included within the MPUD Master Planned Unit Development Conditions of Approval for Rezoning Petition No. 6669, the DO conditions and this Development Agreement. In addition, the DEVELOPER shall be subject to the other applicable provisions of the Pasco County Land Development Code, Code of Ordinances and Comprehensive Plan necessary for the public health, safety, and welfare.

i. Compliance with Legal Requirements and Permitting: The failure of this 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 classifications for the Project are Residential -3 (RES-3), Retail/Office/Residential (ROR) and Conservation Lands (CON). Zoning for the Project is A-C Agricultural District. On December 19, 2006, the Board of County Commissioners will consider adoption of Petition No. 6669 to rezone the Project from A-C Agricultural District to MPUD Master Planned Unit Development District (MPUD). The MPUD 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 permit, design, and construct the Required Roadway Improvements as defined herein, including acquisition and dedication of right-of-way as provided herein as mitigation for the Bexley Ranch DRI Phases I and II 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 of the Bexley Ranch DRI DO attached hereto as Exhibit B, is Seventy Eight Million, Eight Hundred and Sixty Four Thousand, and Seven Hundred and Thirty One Dollars (\$78,864,731) (the "Proportionate Share") (in July 2005 dollars).

b. Identification of Required Roadway Improvements. The DEVELOPER has elected to design, permit, construct and acquire right-of-way (where necessary) for the Required Roadway Improvements as described in subsections 1 and 2 below to fully mitigate the transportation impacts of Phases I and II of the Project; provided however the DEVELOPER may contribute funds in lieu of such requirements where specifically provided for in this agreement. The roadway projects are as listed below (and shown on Exhibit H of the DRI DO and attached hereto as Exhibit C). The DEVELOPER's and COUNTY's respective obligations for the Required Roadway Improvements are set forth below.

(1) Identification of Pipeline Projects. The DEVELOPER has elected to design, permit, construct and acquire right-of-way (where necessary) or make cash payment(s) for two pipeline projects to partially mitigate the transportation impacts of Phase I and Phase II of the Project. The two pipeline projects are (a) the widening of S.R. 54, which is estimated to cost Thirty Eight Million Seven Hundred Thirty Four Thousand Two Hundred Twenty Two Dollars (\$38,734,222) (in July 2005 dollars), and certain site related intersection improvements on S.R. 54, which is estimated to cost One Million Three Hundred Thirty Six Thousand Five Hundred and Nine Dollars (\$1,336,509) (in July 2005 dollars), and (b) a second pipeline project to be determined by the Board of County Commissioners, requiring the construction of improvements or contribution of funds equivalent to Thirteen Million One Hundred Seventy Three Thousand Six Hundred Sixty Three Dollars (\$13,173,663) (in July 2005 dollars) as more specifically identified in Section 4b(1)(b) of this Agreement.

(a) The S.R. 54 Pipeline Project: This pipeline project is widening of S.R. 54 from a 4-lane divided rural roadway to a 6-lane divided rural roadway from the existing 6-lane section west of the Suncoast Parkway interchange eastward to the existing 6-lane section west of U.S. 41, as shown on Exhibit D (Roadway Link Improvements). The project shall include intersection improvements at S.R. 54 and Tower Road/Ashley Glen Boulevard, Sunlake Boulevard, Oakstead, the Suncoast Parkway interchange, and Ballantrae as depicted in Exhibit E as well as any other intersection improvements determined by the COUNTY and FDOT to be necessary during the design and permitting of the project. The project shall also include all shoulders, striping, signalization, signage, medians, storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, 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"). Construction of this improvement satisfies Forty Million, Seventy Thousand, Seven Hundred and Thirty One Dollars (\$40,070,731) (in July 2005 dollars) of the DEVELOPER'S Proportionate Share

obligations. The cost estimate for this improvement is based upon the provisions of Southwest Florida Water Management District (SWFWMD) permit #43162251.00 and assumes no right-of-way acquisition for additional pond sites or floodplain mitigation. The DEVELOPER shall design, permit, construct and acquire right-of-way (where necessary) for the S.R. 54 Pipeline Project, regardless of cost. Except for the Site Related S.R. 54 Intersection Improvements set forth below, construction of the S.R. 54 Pipeline Project shall be eligible for transportation impact fee credits in accordance with Section 8 of this Agreement. The DEVELOPER shall commence the design and permitting of the SR 54 Pipeline Project on, or before, June 30, 2007 and shall complete the design (100%) by January 31, 2008. Construction of the SR 54 Pipeline Project shall commence by June 30, 2009 and shall be complete prior to December 31, 2010 or prior to the final plat approval of the 1,500th residential dwelling unit (d.u.), whichever occurs first. The DEVELOPER shall post a performance guarantee for the S.R. 54 Pipeline Project in accordance with Section 9 of this agreement.

The Site Related S.R. 54 Intersection Improvements: This portion of the S.R. 54 pipeline project consists of the site related intersection improvements at S.R. 54 and Tower Road/Ashley Glen Boulevard, Ballantrae Bpulevard and Sunlake Boulevard as depicted on Exhibit E. The estimated cost of the Site Related S.R. 54 Intersection Improvements as described in Exhibit H of the DO is One Million Three Hundred Thirty Six Thousand Five Hundred and Nine Dollars (\$1,336,509) (in July 2005 dollars). These improvements shall be built at DEVELOPER's expense regardless of cost. In the event that the developer of Sunlake Centre DRI, Ashley Glen DRI or others enter into a construction contract acceptable to the COUNTY for all or any portion of the Site Related S.R. 54 Intersection Improvements, described in Exhibit H of the DO, before the DEVELOPER enters into a construction contract acceptable to the COUNTY for construction of such improvements, then DEVELOPER shall pay a cash contribution to the COUNTY equivalent to the actual construction costs or the costs set forth in the COUNTY approved construction contract for that portion of the Site Related S.R. 54 Intersection Improvements constructed by the developer of Sunlake Centre DRI, Ashley Glen DRI, or others, whichever is greater at the time payment is required. If, however, the DEVELOPER has entered into an agreement with one of the entities described above for the construction of such improvements or part of such improvements and such agreement is provided to the COUNTY and requires construction of such improvements consistent with the requirements of this Agreement, as determined by the COUNTY, then the COUNTY shall consider that the DEVELOPER constructed the improvements and no such cash contribution will be required. Such payment if applicable shall be required by June 30, 2009. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the Site Related S.R. 54 Intersection Improvements, such improvements are not eligible for transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended; therefore, all design, permitting, right-of-way acquisitions/donations, and construction expenses or payment in lieu of such expenses incurred by the DEVELOPER for the Site Related S.R. 54 Intersection Improvements are not eligible for transportation impact fee credits or COUNTY reimbursement.

(b) **The Pipeline Project #2:** The DEVELOPER shall construct improvements or contribute funds equivalent to Thirteen million, One Hundred Seventy Three Thousand, Six Hundred Sixty Three Dollars (\$13,173,663) (in July 2005 dollars) toward the improvement of one of the following

road segments: Suncoast Parkway / SR 54 Interchange; Ridge Road from US 41 to the Suncoast Pkwy; U.S. 41 from Tower Road to S.R. 52; Sunlake Boulevard, from S.R. 54 to S.R. 52; Tower Road from S.R. 54 to US 41; or other parallel facility, ("The Pipeline Project #2"). The Board of County Commissioners shall determine the Pipeline Project #2, including deadlines for design, permitting, and construction of Pipeline Project #2 (the "Pipeline Project #2 Schedule"). Such determination shall be made at a public hearing with at least thirty (30) days prior written notice to the DEVELOPER, FDOT, the Tampa Bay Regional Planning Council (TBRPC), and the Florida Department of Community Affairs (FDCA). In the event the COUNTY has not determined the Pipeline Project #2 prior to the submission of the final plat for the 2500th d.u. (or equivalent in PM peak-hour trips) or December 31, 2011, whichever occurs first, the DEVELOPER may pay to the COUNTY Thirteen million, One Hundred Seventy Three Thousand, Six Hundred Sixty Three Dollars (\$13,173,663) (in July 2005 dollars) adjusted by the most recent construction and right-of-way indices as adopted by the Pasco County Transportation Impact Fee Ordinance, as amended (the "Adjusted Pipeline Project #2 Cost") to satisfy the Pipeline Project #2 obligation. The DEVELOPER shall be allowed to subtract the cost of the letter of credit issuance (not to exceed 1% annually) from the time of initial posting of the letter of credit in accordance with this Agreement until either the award of the construction contract for Pipeline Project #2 or the payment of the Adjusted Pipeline Project #2 Cost, whichever occurs first. The DEVELOPER shall pay the Adjusted Pipeline Project #2 Cost prior to approval of the final plat for the 2500th d.u. (or equivalent in PM peak-hour trips) or December 31, 2011, whichever occurs first. In the event the COUNTY does determine the Pipeline Project #2 prior to submission of the final plat for the 2500th d.u. or equivalent in PM peak-hour trips, whichever occurs first, the DEVELOPER shall construct the selected improvement or portion thereof which is equivalent to the Adjusted Pipeline Project #2 Cost in accordance with the Pipeline Project #2 Schedule. In the event the DEVELOPER cannot obtain all applicable permits to construct Pipeline Project #2 within two (2) years of the COUNTY's determination of the Pipeline Project #2 (after good faith efforts to obtain such permits as determined by COUNTY), the DEVELOPER shall pay the Adjusted Pipeline Project #2 Cost within thirty (30) days of the expiration of the two (2) year period. The Pipeline Contribution or construction once performed shall be eligible for credit against the Proportionate Share Amount identified in Section 4a and may be eligible for transportation impact fee credits as determined by the COUNTY Capital Improvements Plan (CIP) and in accordance with the Transportation Impact Fee Ordinance and Section 8 of this agreement. Within one (1) year of either the Pipeline Project #2 improvement completion or the payment of the Adjusted Pipeline Project #2 Cost, whichever occurs later, the County agrees to place the Pipeline Project #2 (construction of improvement or Adjusted Pipeline Project #2 Cost), in the CIP to the extent necessary to provide impact fee credits for the Project.

(2) **Other Roadway Improvements:** The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for the following improvements which are depicted on Exhibit D attached hereto and incorporated herein, and including all shoulders, striping, signalization, signage, medians, stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and permitting agencies as applicable to be necessary during the design and permitting of the

Other Roadway Improvements (the "Roadway Appurtenances"). The Other Roadway Improvements consist of the following:

(a) **Sunlake Boulevard Segment A:** The DEVELOPER shall design (if necessary) and permit (where necessary) and construct the western 2 lanes of Sunlake Boulevard from S.R. 54 north to the southernmost site boundary to Bexley Ranch DRI, including all the intersection improvements as depicted on Exhibits E and F. For the purposes of defining Sunlake Boulevard Segment A, the southernmost site boundary shall be defined as where Sunlake Boulevard intersects with the Bexley Ranch DRI project at Tower Road. Construction shall be in accordance with the COUNTY approved ultimate 6-lane design for Sunlake Boulevard being performed by the developer of the Concord Station (f.k.a. LeDantec) Master Planned Unit Development except for any additional intersection improvements depicted on Exhibit E which are not part of the Concord Station MPUD design (such western 2 lanes and intersection improvements being hereinafter referred to as the "Sunlake Boulevard Segment A"). The estimated cost of constructing the Sunlake Boulevard Segment A is Four Million Fifty Thousand Six Hundred and Nine Dollars (\$4,050,609) (in July 2005 dollars). Prior to the first record plat (or construction plan where no plat is required) for the first (1st) d.u., or equivalent in PM peak hour trips, whichever occurs first, the DEVELOPER shall complete design, permitting and construction of Sunlake Boulevard Segment A. The COUNTY acknowledges that donation or dedication of right-of-way required for Sunlake Boulevard Segment A and all associated drainage, wetland, and flood plain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD pursuant to the Concord Station (f.k.a. LeDantec) Master Planned Unit Development Conditions of Approval. Condition #16 (Rezoning Petition No. 3758 as amended by Petition No. 5976 approved by the COUNTY on February 14, 2006) and the Development Agreement Between Pasco County and JDI Land, L.L.C. for Roadway Development of LeDantec MPUD approved by the COUNTY on January 27, 2004 Sections 5(a) and 7(a), and is subject to the terms and conditions of such approvals and agreements, as may be modified from time to time. The DEVELOPER acknowledges that as a result of the transportation mitigation requirements of Sunlake Centre DRI, Concord Station (f.k.a. LeDantec) MPUD, and Bexley Ranch DRI, a total of 6 lanes are required for Sunlake Boulevard Segment A from S.R. 54 to Mentmore Boulevard. The DEVELOPER agrees to complete an agreement (the "Sunlake Boulevard Agreement") with the developer of Sunlake Centre DRI for the 2 lane construction of Sunlake Boulevard from Mentmore Road to Tower Road and construction of the 4 lane segment identified by the COUNTY as needed from S.R. 54 to Mentmore Road and establishing specific time frames acceptable to and approved by the COUNTY for construction in accordance with the terms and conditions of this Agreement. The COUNTY shall be a third-party beneficiary to the Agreement with the right to enforce the Agreement against any party, and may require, as a condition of accepting the Agreement, additional performance guarantees from any party to the Agreement to the extent such party's obligations are unsecured. The DEVELOPER shall provide the COUNTY with the duly executed Sunlake Boulevard Agreement prior to the approval of the first record plat or construction plan approval where no plat is required. Such Agreement shall relieve the DEVELOPER of the cash contribution requirement in Paragraph 4.b.(2) only if the COUNTY has received written confirmation acceptable to the COUNTY from the developer of Concord Station (f.k.a. LeDantec) MPUD that such MPUD is obligated under its development agreement to build the 5th and 6th lanes of

Sunlake Boulevard from S.R. 54 to Mentmore Boulevard. In the event Concord Station (f.k.a. LeDantec) MPUD or Sunlake Centre DRI should be in default of their obligations, the DEVELOPER shall still be responsible for the fulfillment of DEVELOPER's obligations for Sunlake Boulevard Segment A in accordance with the terms and conditions of this Agreement.

(b) **Lake Patience Road Segment:** Prior to approval of the first record plat (or construction plan where no plat is required) for the 601st d.u. or equivalent in P.M. peak hour trips, or within six months of COUNTY completion of the connection of Lake Patience from U.S. 41 to the existing terminus in Oakstead MPUD #78, whichever occurs first, the DEVELOPER shall complete design, permitting, and construction of Lake Patience Road from Sunlake Boulevard to the existing terminus in Oakstead MPUD #78 and associated drainage and wetland and flood plain mitigation facilities consistent with COUNTY approved design and construction plans as a 2 lane undivided urban section (offset) including all Roadway Appurtenances necessary for a 4 lane divided urban roadway and all intersection improvements depicted on Exhibit F within or adjacent to this segment (hereinafter "Lake Patience Road Segment"). The COUNTY acknowledges that donation or dedication of right-of-way required for Lake Patience Road Segment and all associated drainage, wetland, and flood plain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD pursuant to the Concord Station (f.k.a. LeDantec) Master Planned Unit Development Conditions of Approval, Condition #16 (Rezoning Petition No. 3758 as amended by Petition No. 5976 approved by the COUNTY on February 14, 2006) and the Development Agreement Between Pasco County and JDI Land, L.L.C. for Roadway Development of LeDantec MPUD Sections 5(a) and 7(a) (approved by the COUNTY on January 27, 2004) and is subject to the terms and conditions of such approvals and agreements, as may be modified from time to time.

(c) **Tower Road Segment A:** The segment of Tower Road commencing at Sunlake Boulevard extending westward and then southward (future Ashley Glen Boulevard) to S.R. 54 shall be designed and permitted as a 4 lane divided urban roadway and constructed by DEVELOPER as a 2 lane undivided urban section (offset), including all Roadway Appurtenances necessary for a 4 lane divided urban roadway, and all intersection improvements depicted on Exhibit E within or adjacent to this segment shall be constructed by DEVELOPER prior to approval of the first record plat for the 1800th d.u. or equivalent in PM peak hour trips, whichever occurs first. Furthermore, the DEVELOPER shall prior to approval of the first record plat for the 2480th d.u. or equivalent in PM peak hour trips, whichever occurs first, complete construction of Tower Road Segment A as a 4 lane divided urban section, including all Roadway Appurtenances and all intersection improvements depicted on Exhibits E and F within or adjacent to this segment as depicted on Exhibit E. The cost of this segment is estimated to be Eighteen Million Three Hundred Sixty Nine Seven Hundred Twenty Eight Dollars (\$18,369,728) (in July 2005 dollars). The COUNTY acknowledges that donation or dedication of right-of-way required for Tower Road Segment A from S.R. 54 to Tower Road (a.k.a. Ashley Glen Boulevard) and all associated drainage, wetland, and flood plain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Ashley Glen (f.k.a. Van Worp) MPUD pursuant to the Ashley Glen (f.k.a. Van Worp) Master Planned Unit Development Conditions of Approval Condition #19 (Rezoning Petition No. 5705 as amended and approved by the COUNTY on December 17, 2002) and is subject to the terms and conditions of such approval, as may be modified from time to time. The County agrees to provide notice to the DEVELOPER of any County

action which may result in a change in the obligations of Ashley Glen (f.k.a. Van Worp) MPUD or their successor, to provide right-of-way and related storm water management and floodplain compensation.

(d) **Tower Road Segment B:** The segment of Tower Road commencing at Sunlake Boulevard extending eastward to Drexel Road including realignment on-site as depicted on Exhibit D (hereinafter "Tower Road Segment B") shall be designed and permitted as a 4 lane divided urban roadway and constructed by DEVELOPER as a 2 lane undivided urban section (offset) including all Roadway Appurtenances necessary for a 4 lane divided urban roadway, and all intersection improvements depicted on Exhibit F within or adjacent to this segment. Tower Road Segment B shall be constructed prior to approval of the first record plat for the 2500th d.u. or equivalent in P.M. peak hour trips, whichever occurs first. The estimated cost of constructing Tower Road Segment B is Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000) (in July 2005 dollars).

(e) **Tower Road Segment C:** Prior to approval of the first record plat for the 2500th d.u. or equivalent PM peak hour trips or prior to connection of Tower Road to Drexel Road, whichever occurs first, the DEVELOPER shall repave Tower Road with 24 feet of pavement (or other pavement width as may be approved by DRC) from Drexel Road to U.S. 41 (hereinafter "Tower Road Segment C"), including any design, regulatory permits as applicable, construction and right-of-way donation/acquisition needed for such re-pavement and for any drainage or other improvements needed for such re-pavement.

(f) **Sunlake Boulevard Segment B:** Prior to approval of the first record plat for the 5530th d.u. or equivalent P.M. peak hour trips or as necessary to serve development of adjacent parcels, whichever occurs first, the DEVELOPER shall complete design, permitting, and construction of Sunlake Boulevard from the southernmost boundary of the site to the northern boundary of the site as a 2 lane undivided urban section (offset) including all Roadway Appurtenances necessary for a 6 lane divided urban roadway and all intersection improvements depicted on Exhibit F within or adjacent to this segment (hereinafter "Sunlake Boulevard Segment B"). For the purposes of defining Sunlake Boulevard Segment B, the southernmost boundary of the site shall be defined as where Sunlake Boulevard intersects with the Bexley Ranch DRI project at Tower Road. Prior to the first record plat within the Town Center or prior to construction plan approval where no plat is required, the DEVELOPER shall complete construction of 4 lanes of Sunlake Boulevard from the southernmost boundary of the site to the northern boundary of the Town Center. The COUNTY acknowledges that donation or dedication of right-of-way required for the portion of Sunlake Boulevard Segment B from the southernmost boundary of the project to Tower Road and all associated drainage, wetland, and flood plain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD pursuant to the Concord Station (f.k.a. LeDantec) Master Planned Unit Development Conditions of Approval, Condition #16 (Rezoning Petition No. 3758 as amended by Petition No. 5976 approved by the COUNTY on February 14, 2006) and the Development Agreement Between Pasco County and JDI Land, L.L.C. for Roadway Development of LeDantec MPUD approved by the COUNTY on January 27, 2004 Sections 5(a) and 7(a), and is subject to the terms and conditions of such approvals and agreements, as may be modified from time to time. The DEVELOPER shall complete the construction of the Other Required Roadway Improvements prior to the applicable deadline for each improvement as outlined above or shall provide the

COUNTY with an assurance of completion of improvement in accordance with the Land Development Code (LDC) prior to such deadline. If the assurance of completion is provided, construction must be completed prior to the first Certificate of Occupancy (C.O.) within the plat subject to the deadline.

The DEVELOPER understands and agrees that Sunlake Boulevard Segment A, Tower Road Segment A, and Tower Road Segment B listed in (a), (c), and (d) respectively above are eligible for credit against the Proportionate Share Amount identified in Section 4a but are 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/acquisitions, and construction expenses incurred by the DEVELOPER for Other Roadway Improvements listed in (a), (c), and (d) above are not eligible for transportation impact fee credits or COUNTY reimbursement and include any intersection improvements determined to be necessary by COUNTY, including but not limited to signalization.

The DEVELOPER understands and agrees that Lake Patience Road Segment, Tower Road Segment C, and Sunlake Boulevard Segment B (b), (e), and (f) respectively above are not eligible for credit against the Proportionate Share Amount identified in Section 4a and are 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/acquisitions, and construction expenses incurred by the DEVELOPER for the segments listed in (b), (e), and (f) above are not eligible for transportation impact fee credits or COUNTY reimbursement.

In the event that the developer of the Sunlake Centre DRI, Ashley Glen DRI or others enter into a construction contract acceptable to the COUNTY for all or any portion of Sunlake Boulevard Segment A, Tower Road Segment A, and/or Tower Road Segment C listed in (a), (c), and (e) respectively above, before the DEVELOPER enters into a construction contract acceptable to the COUNTY for construction of such improvements, then DEVELOPER shall pay a cash contribution to the COUNTY equivalent to the actual construction costs or the costs set forth in the COUNTY approved construction contract for that portion of Tower Road Segment A, Sunlake Boulevard Segment A, and/or Tower Road Segment C constructed by the developer of the Sunlake Centre DRI, Ashley Glen DRI or others, whichever is greater, but under no circumstance shall the cash contribution for Tower Road Segment A exceed nine million eight hundred fifty thousand three hundred and forty three dollars (\$9,850,343) as adjusted at the time of payment by the most recent construction and right-of-way indices as adopted by the Pasco County Transportation Impact Fee Ordinance, as amended. If, however, the DEVELOPER has entered into an agreement with one of the entities described above for the construction of such improvements or part of such improvements and such agreement is provided to the COUNTY and requires construction of such improvements consistent with the requirements of this Agreement, as determined by the COUNTY, then the COUNTY shall consider that the DEVELOPER constructed the improvements and no such cash contribution will be required. Such payment for each respective segment shall be in accordance with the applicable deadline for each segment as detailed in (a), (c) and/or (e) above.

The DEVELOPER understands and agrees that COUNTY may require additional onsite and offsite intersection improvements beyond those described above and depicted on Exhibit E for any of the Other

Roadway Improvements at the time of Preliminary Plan/Preliminary Site Plan/Construction Plan and/or Master Roadway Plan approval.

(3) **Sunlake Boulevard Right-of-Way:** The DEVELOPER shall dedicate a total of 200 feet of right-of-way from the southern boundary to the northern boundary of the project to the COUNTY within 90 days of COUNTY request or prior to the first record plat approval for the 5530th d.u. or concurrent with any plat approvals adjacent to Sunlake Boulevard, whichever, occurs first. The DEVELOPER understands and agrees that first 166 feet of this right-of-way is not eligible to be applied to the proportionate share amount in Section 4a and is not eligible or entitled to transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended. COUNTY and DEVELOPER agree that the value of the additional 34 feet of Right-of Way is Four Hundred Fifty Thousand Dollars (\$450,000) and is eligible to be applied to the proportionate share amount in Section 4a and is not eligible for or entitled to transportation impact fee credits pursuant to the terms of the Transportation Impact Fee Ordinance, as amended. The COUNTY acknowledges that donation or dedication of right-of-way required for the portion of Sunlake Boulevard from S.R. 54 to Tower Road and all associated drainage, wetland, and flood plain mitigation, and bicycle and pedestrian facilities is presently an obligation of the Concord Station (f.k.a. LeDantec) MPUD pursuant to the Concord Station (f.k.a. LeDantec) Master Planned Unit Development Conditions of Approval, Condition #16 (Rezoning Petition No. 3758 as amended by Petition No. 5976 approved by the COUNTY on February 14, 2006) and the Development Agreement Between Pasco County and JDI Land, L.L.C. for Roadway Development of LeDantec MPUD approved by the COUNTY on January 27, 2004 Sections 5(a) and 7(a), and is subject to the terms and conditions of such approvals and agreements, as may be modified from time to time.

(4) **Transportation Related Development Threshold Summary Table:** The concept of the foregoing table is primarily for illustrative purposes. Should there be any conflict with the text of this Development Agreement, the text shall supersede. This table does not address all of the requirements that may be needed to achieve plat approval or a Certificate of Occupancy (CO) under the Land Development Code or otherwise other than the transportation mitigation requirements of this Development Agreement.

Table 1
Development Threshold for Required Roadway Improvements

Roadway Improvement	COLUMN A Construct or provide Assurance of Completion prior to approval of first record plat of specified dwelling unit below or equivalent P.M. peak hour trips	COLUMN B Max Number of units that could be constructed and CO granted after transportation segment constructed or assurance of completion provided prior to plat approval in Column A
Sunlake Boulevard Segment A	1	600
Lake Patience Road Segment	601	1499
S.R. 54 Pipeline (other time deadlines apply)	1500	1799
Tower Road Segment A First 2 lanes constructed and 4 lane designed & permitted	1800	2479
Tower Road Segment A – all 4 lanes constructed	2480	2499

Tower Road Segments B & C	2500	5529
Sunlake Blvd Segment B (2 lanes) (NOTE: 4 lanes from southernmost boundary to northern boundary of the Town Center to be constructed prior to first record plat within the Town Center or prior to construction plan approval where no plat is required).	5530	5530

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

a. Design, Permitting and Right-of-Way Acquisition: The DEVELOPER shall design, permit and acquire/provide right-of-way as necessary for the Required Roadway Improvements in accordance with the terms of this Agreement. The Required Roadway Improvements shall be designed consistent with the design criteria of the FDOT and/or the COUNTY as appropriate. If required by FDOT, the design of the S.R. 54 Pipeline Project will include a reevaluation of the existing Preliminary Design and Engineering (PD&E) Study for S.R. 54 and/or a State Environmental Impact Report (SEIR). The construction contractors used by the DEVELOPER to complete the S.R. 54 Pipeline Project shall be satisfactory to FDOT.

b. Design and Construction Requirements: All design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes and the COUNTY as appropriate, and construction plans shall comply with the FDOT Plans Preparation Manual or COUNTY standards as appropriate, and shall include but not be limited to cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this Agreement, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities. Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated and maintained by FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD) or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Pipeline Project(s) 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 (Community Development District or other similar legal entity as may be approved by the COUNTY). The

underlying landowner (CDD, or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, from all other underlying land owners of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so that FDOT or the COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (or their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the S.R. 54 Pipeline Project shall not be allowed unless specifically approved in writing by FDOT.

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 Required Roadway Improvements 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 Required Roadway Improvements are comingled / combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated and maintained by the underlying land owner (including the DEVELOPER or CDD, where applicable). Appropriate easements shall be provided to FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are comingled or combined, so FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event DEVELOPER or other underlying land owner defaults on its (or their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R. 54 Pipeline Project shall not be allowed unless specifically approved in writing by FDOT.

e. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans, to FDOT or the COUNTY, as appropriate, for review and approval unless FDOT or the COUNTY agree in writing to an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from FDOT or the COUNTY, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for the S.R. 54 Pipeline Project (or sooner if required by other sections of this Agreement) an estimate of the cost of

constructing the S.R. 54 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 FDOT or the COUNTY.

f. Permitting Requirements: The DEVELOPER and/or 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 Required Roadway Improvements. Relocation of any utilities' infrastructure, which is in conflict with the Required Roadway Improvements, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, 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 (except where the COUNTY has already acquired the necessary right-of-way) necessary for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site 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) While it is not anticipated that additional right-of-way will be required for the SR 54 Pipeline Project, 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 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 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. The DEVELOPER, not later than the time when sixty percent (60%) design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish 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 Pasco 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 S.R. 54 Pipeline Project in accordance with this Agreement, unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the S.R. 54 Pipeline Project 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 S.R. 54 Pipeline Project. The foregoing paragraph shall also apply to Pipeline Project #2 if it is determined that Pipeline Project #2 is to be constructed by DEVELOPER.

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the S.R. 54 Pipeline Project to an appropriately licensed contractor. The S.R. 54 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. 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 that was not competitively bid. Prior to initiating the competitive award process, the DEVELOPER shall provide to the Purchasing Director of the COUNTY and to 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 the 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 of 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 shall 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, as applicable, including a general determination that all bids should be rejected and the Pipeline Project 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 either the COUNTY or FDOT object, the COUNTY and FDOT reserve the right to require the DEVELOPER to award the S.R. 54 Pipeline Project contract to 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 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 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 S.R. 54 Pipeline Project 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 S.R. 54 Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the S.R. 54 Pipeline Project is 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 S.R. 54 Pipeline Project, 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 floodplain mitigation, as appropriate, to

be conveyed to 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 S.R. 54 Pipeline Project, 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 S.R. 54 Pipeline Project 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 S.R. 54 Pipeline Project 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 designs, permits, and construction activities for the S.R. 54 Pipeline Project and other Road Improvements 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 S.R. 54 Pipeline Project, 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 compliance with this Development Agreement and Section 5.m of the DO shall satisfy the DEVELOPER's Proportionate Share, and transportation concurrency obligations, for Phases I and II through the build-out date of Phases I and II 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 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 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 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 Pipeline Projects 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 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 on 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. The foregoing paragraph shall also apply to Pipeline Project #2 if Pipeline Project #2 is determined to be impact fee creditable pursuant to the Transportation Impact Fee Ordinance.

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 or payment in lieu of such costs for the S.R. 54 Pipeline Project, as detailed in this Agreement and Transportation Impact Fee Ordinance. Reasonable design, engineering, inspection, permitting, right-of-way acquisition and construction costs shall be determined by the County Administrator or his designee. In no event shall such transportation impact fee credit exceed the lesser of actual construction costs or the estimated construction costs assumed in Exhibit B. For Fiscal Year 2008, the COUNTY agrees to provide impact fee credits equivalent to 25 Single-Family Detached units. For Fiscal Year 2009, the COUNTY agrees to provide impact fee credits equivalent to 275 Single-Family detached units, 30 Condo units, and 21,780 square feet of Commercial. The amount of each credit will be determined at the time of application for the building permit based upon the impact fee schedule in effect at that time. The issuance of credits shall be limited by the provisions in Section 8.a above and must be in accordance with the Transportation Impact Fee Ordinance. The DEVELOPER and/or the Credit Receiving Entity shall, on or before June 1 of each year, provide to the County Administrator or his designee an updated schedule of production for the remainder of the project. The production schedule must show the number of anticipated units for all residential uses and the anticipated square footage for both Commercial and Office. In conjunction with the preparation of the COUNTY's annual Capital Improvement Plan budget the County Administrator, or his designee, shall on or before October 1, communicate to the DEVELOPER and/or the Credit Receiving Entity the anticipated number of units that have been included in the Capital Improvement Plan budget for the next three fiscal years. Once the DEVELOPER and/or the Credit Receiving Entity has received impact fee credits equal to the expenditures for the two pipeline projects, the requirement of updating the production schedule shall be eliminated. In the event the

DEVELOPER fails to provide an updated production schedule on or before June 1 of any year, the COUNTY shall not be obligated to communicate on or before October 1, the results of the Capital Improvement Plan budget to the DEVELOPER.

(2) To receive impact fee credit or reimbursement, all requests and invoices for the S.R. 54 Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by FDOT of the S.R. 54 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.

(3) Notwithstanding the foregoing, DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for: (1) Other Roadway Improvements; (2) Right-of-way donation for Sunlake Boulevard described in Section 4b(3) of this Agreement; (3) Any internal roadway improvements or right-of-way dedications required by the MPUD conditions of approval and/or the Land Development Code; (4) Site related intersection improvements; (5) Construction Engineering and Inspection ("CEI") expenses in excess of ten percent (10%) of the total S.R. 54 Pipeline Project cost; and (6) S.R. 54 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 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.

(4) *Roadway Drainage Facilities* – If Pipeline Project roadway drainage facilities are comingled 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 comingled 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 Agreement may be transferred in accordance with the Impact Fee Ordinance.

(7) *Cash Payout Option* – 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.

(8) Except for the allocation schedules and amounts set forth above, this paragraph shall also apply to Pipeline Project #2 when it is determined to be impact fee creditable. Within one (1) year of either the Pipeline Project #2 improvement designation or the payment of the Adjusted Pipeline Project #2 Cost, whichever occurs first, the County agrees to place the Pipeline Project #2 (construction of improvement or Adjusted Pipeline Project #2 Cost), in the CIP to the extent necessary to provide impact fee credits for the Project.

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: The letters of credit (LOC) as specified in paragraph b, below, shall be posted in favor of, and provided to the COUNTY prior to January 1, 2009 for the S.R. 54 Pipeline Project and prior to the approval of the first record plat (or construction plan where no plat is required) for the 2140th dwelling unit or prior to December 31, 2009, whichever occurs first for Pipeline Project #2. 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 and other development approval. The letters of credit must be issued by a bank, savings association, or other financial institution (the "LOC Issuer") acceptable to the COUNTY which is authorized to do business in the State of Florida. The LOC Issuer must have and maintain:

(1) An average financial condition ranking of 35 or more from two nationally recognized financial rating services, compiled quarterly by the Florida Department of Financial Services, Division of Treasury.

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

(3) Downgrade provision: in the event the LOC Issuer does not maintain the average financial condition in 9a(1) above or is downgraded below the minimum in 9a(2) above, the LOC Issuer must notify the County and the Developers within five (5) days, and the Developers must provide a substitute Letter of Credit in substantially the same form and containing the same terms as the original letter of credit from a bank or financial institution with the minimum ratings set forth above within 15 days of such downgrade event or the County will draw on the original LOC.

(4) The LOC must provide for draws to be made on a bank or savings association located in West Central Florida.

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) 48,417,777 (125% of \$38,734,222 in July 2005 dollars) to complete, design, permit, right-of-way acquisition and construction of S.R. 54 Pipeline Project and (2) \$16,467,078 (125% of \$13,173,663 in July 2005 dollars) for the Pipeline Project #2. At least sixty (60) days prior to the applicable deadline for each letter of credit, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for each project. Upon approval by the COUNTY, DEVELOPER shall provide the COUNTY with a performance guarantee for S.R. 54 Pipeline Project and Pipeline Project #2 as applicable in the minimum amount equal to 125% of the updated COUNTY-approved Cost Estimate in accordance with the applicable deadline for each LOC in 9a above. For the Pipeline Project #2 LOC, the DEVELOPER shall be allowed to subtract the cost of the LOC issuance (not to exceed 1% annually) from the time of initial posting in accordance with this agreement until either the award of the construction

contract or the payment of the Adjusted Pipeline Project #2 Cost, whichever occurs first. In addition, on the anniversary date of the applicable LOC, each LOC shall be adjusted by the most recent construction and right-of-way indices as adopted by the Pasco County Transportation Impact Fee Ordinance, as amended. 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. Furthermore, on each renewal date of the Pipeline Project #2 LOC, the DEVELOPER shall be allowed to subtract the cost of the LOC issuance (not to exceed 1% annually) from the time of initial posting in accordance with this agreement until either the award of the construction contract or the payment of the Adjusted Pipeline Project #2 Cost, whichever occurs first. Any Letter of Credit shall be returned to the DEVELOPER upon fulfillment of the obligation guaranteed by the Letter of Credit.

c. Maintenance Guarantee: Upon completion of each 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 comingled/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 indemnify, defend, and hold harmless 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, hold harmless as described hereinabove, 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, adjudicated 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 coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies) identified therein and shall have attached thereto proof that 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 coverage's 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 coverage's 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 coverage's.

(h) Should the engineers and/or contractor fail to maintain the insurance coverage 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 payment for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER to procure and pay for such insurance coverage shall not operate as a waiver of any of the COUNTY's rights or the DEVELOPER's obligations under this Agreement.

(i) 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 insured" under the policy and shall also incorporate a severability of interests provision. All insurance coverage's 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:

- (i) General aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (ii) Products—completed operations aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (iii) Bodily injury, including death (each person): One Million and 00/100 Dollars (\$1,000,000.00).
- (iv) Bodily injury, including death (each occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- (v) Property damage (each occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- (vi) Personal and advertising injury (each occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- (vii) Fire damage (any one [1] fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

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

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

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

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

(f) Special Instructions: Occurrence from professional liability insurance is highly preferred; however, in the event the consultant is only able to secure claims-made professional liability insurance, special conditions apply. Any Certificate of Insurance issued to the COUNTY must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the DEVELOPER shall require the consultant to be obligated by virtue of this 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 is 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 have 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: Mr. Don Whyte, 1137 Marbella Plaza Drive, Tampa, FL 33619, with a copy to Rhea Law, Esquire, Fowler White Boggs Banker, 501 E. Kennedy, S. 1700, Tampa, FL 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 DO or which remove any condition required by Rule 9J-2.045, F.A.C. shall require an amendment to the DO through the NOPC process pursuant to Chapter 380 Florida Statutes. All other amendments to this Agreement shall not require an NOPC or DO 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 with the dates set forth below.



BY: [Signature]
JED PITTMAN, CLERK

Date: NOV 21 2006, 2006

APPROVED

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

NEWLAND COMMUNITIES, LLC

WITNESSES:

[Signature]

[Signature]

BY: [Signature]

TITLE: Vice President

DATE: 12-6-06

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 6th day of December, 2006, by Don Whyte, Vice President (name of officer or agent, title of officer or agent acknowledging) of NEWLAND COMMUNITIES, LLC. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal: Commission Expires
January 15, 2008

[Signature]
NOTARY

BEXLEY RANCH LAND TRUST

WITNESSES:

[Signature]

BY: [Signature]
TITLE: Trustee

Den Hit

DATE: 12/11/06

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 11th day of December, 2006, by Patrick B. Bailey (name of officer or agent, title of officer or agent acknowledging) of BEXLEY RANCH LAND TRUST, a Limited Liability Company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:  Jeanne H Thomas
My Commission DD181829
Expires March 29, 2007

Jeanne H Thomas
NOTARY

L.S.B. CORP.

WITNESSES:

Jeanne H Thomas

BY: Craig Bailey

Den Hit

TITLE: President

DATE: 12/11/06

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 11th day of December, 2006, by Craig Bailey President (name of officer or agent, title of officer or agent acknowledging) of L.S.B. Corp. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:  Jeanne H Thomas
My Commission DD181829
Expires March 29, 2007

Jeanne H Thomas
NOTARY

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

BY: [Signature]
ATTORNEY

EXHIBITS

- A. Legal Description
- B. Proportionate Share Table
- C. Transportation Improvements
- D. Roadway Link Improvements
- E. Pipeline Project Intersection Improvements
- F. Other Intersection Improvements

EXHIBIT A

LEGAL DESCRIPTION

**DRI NO. 255 – BEXLEY RANCH
PASCO COUNTY
DEVELOPMENT AGREEMENT**

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I

LANDS COMPUTED OR CALCULATED BY ACREAGE OR LAND AREA, THE NORTH LINE OF WHICH RUNS IN AN EAST-WEST DIRECTION PARALLEL TO THE NORTH BOUNDARY OF TOWNSHIP 26 SOUTH RANGE 18 EAST, PASCO COUNTY, FLORIDA, AND ALL LYING AND BEING IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA:

SECTION 3: THAT PART OF THE NW 1/4 OF NW 1/4 AND THAT PART OF THE SE 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY, AND THE SW 1/4 OF NW 1/4, THE SW 1/4, THE W 1/2 OF SE 1/4, AND THE SE 1/4 OF SE 1/4.

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: ALL

SECTION 10: ALL

SECTION 11: THAT PART OF THE SW 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY SEABOARD AIR LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHWEST-SOUTHEAST DIRECTION ACROSS THE LAND, AND THE SW 1/4 LESS THAT PART THEREOF LYING SOUTHEASTERLY OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY ATLANTIC COAST LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHEAST-SOUTHWEST DIRECTION ACROSS THE LAND.

SECTION 15: THAT PART OF THE W 3/4 LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 16: ALL.

SECTION 17: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 18: ALL.

SECTION 19: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 20: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

PARCEL II

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, BEING A PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT- OF-WAY, LOCATED IN THE NE 1/4 AND W 1/2 OF SECTION 15, SECTION 16, THE SE 1/4 OF SECTION 17 AND THE NE 1/4 OF SECTION 20, ALL IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, EXTENDING SOUTHWESTERLY FROM A POINT OF BEGINNING LOCATED IN SAID SECTION 15 AT THE INTERSECTION OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND THE CENTER LINE OF TOWER ROAD ACROSS A PORTION OF SAID SECTION 15, SAID SECTION 16, THE SE 1/4 OF SAID SECTION 17, AND THE NE 1/4 OF SAID SECTION 20, AND TERMINATING AT A POINT ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20 AT A POINT 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20, INCLUDING ALL OF THE SAID SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY EXTENDING FROM SAID POINT OF BEGINNING TO THE POINT OF TERMINATION THEREOF, INCLUDING ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY CONVEYED HEREBY IS FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT A POINT ON THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, WHICH POINT LIES 260.4 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 15; RUN THENCE ON A TANGENT BEARING SOUTH 38 DEGREES 33 MINUTES WEST FOR A DISTANCE OF 1,237.2 FEET TO THE POINT OF CURVATURE OF A 3 DEGREE CURVE; THENCE ON A 3 DEGREE CURVE TO THE RIGHT A DISTANCE OF 1,031.1 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE AN A TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 135 FEET, MORE OR LESS, TO INTERSECT THE CENTER LINE OF TOWER ROAD, WHICH POINT IS THE POINT OF BEGINNING OF THIS CENTER LINE DESCRIPTION; CONTINUE THENCE ON SAID TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 3,556 FEET TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF SAID SECTION 15, ALSO BEING THE EAST BOUNDARY LINE OF SECTION 16 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ACROSS SAID SECTION 16 A DISTANCE OF 5,601.5 FEET TO INTERSECT THE WEST BOUNDARY LINE OF SAID SECTION 16, ALSO THE EAST BOUNDARY LINE OF SAID SECTION 17 IN SAID TOWNSHIP AND RANGE, AT A POINT 543.9 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 17; RUN THENCE ON A TANGENT BEARING SOUTH 69 DEGREES 30 MINUTES WEST FOR A DISTANCE OF 1,534.1 FEET TO THE POINT OF CURVATURE OF A 30 MINUTES CURVE, THENCE ON A 30 MINUTES CURVE TO THE RIGHT FOR A DISTANCE OF 39.6 FEET TO THE SOUTH BOUNDARY LINE OF THE ABOVE-DESCRIBED SECTION 17, ALSO BEING THE NORTH BOUNDARY LINE OF SECTION 20 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ON SAID 30 MINUTES CURVE TO THE RIGHT A DISTANCE OF 460.4 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE ON A TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 760 FEET, MORE OR LESS, TO A POINT LOCATED ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20, WHICH POINT LIES 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20 AND IS THE POINT OF TERMINATION OF THIS CENTER LINE DESCRIPTION.

THE PORTION OF SAID RIGHT-OF-WAY LOCATED WITHIN SAID SECTIONS 15, 17 AND 20 IS 120 FEET IN WIDTH LYING 60 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND WAS ACQUIRED BY THE ORANGE BELT RAILWAY COMPANY, A FLORIDA CORPORATION, BY DEED DATED JUNE 13, 1890, AND RECORDED FEBRUARY 18, 1891, IN DEED BOOK 9, PAGE 592, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE PORTION OF SAID RIGHT-OF-WAY LYING WITHIN SAID SECTION 16 IS 200 FEET IN WIDTH, LYING 100 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY.

PARCEL III

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER 120 FOOT WIDE RIGHT-OF-WAY, BEING PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT-OF-WAY, LOCATED IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, LYING 60 FEET EACH SIDE OF THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER MAIN TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 AND THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS 1,238.8 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 19; THENCE EXTEND SOUTHWESTERLY ALONG SAID CENTER LINE ON TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 5,603.7 FEET TO THE WEST BOUNDARY LINE OF SAID SECTION 19, INCLUDING ALL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY IN SAID SECTION 19 AND ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

LESS AND EXCEPT, HOWEVER, THAT PORTION OF SAID FORMER RIGHT-OF-WAY THAT EXTENDS FROM THE WEST BOUNDARY OF SAID SECTION 19 A DISTANCE OF 833.36 FEET INTO SAID SECTION 19.

LESS RIGHTS OF WAY IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 303, PAGE 18, OFFICIAL RECORDS BOOK 3444, PAGE 936, RE-RECORDED IN OFFICIAL RECORDS BOOK 3448, PAGE 390, OFFICIAL RECORDS BOOK 3444, PAGE 1027, OFFICIAL RECORDS BOOK 3444, PAGE 1030, OFFICIAL RECORDS BOOK 3832, PAGE 1936 AND OFFICIAL RECORDS BOOK 3832, PAGE 1943

PARCELS I, II AND III BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, SOUTH 89°41'26" EAST, A DISTANCE OF 554.53 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 589, SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID NORTH BOUNDARY LINE, SOUTH 67°44'00" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 422.49 FEET; THENCE CONTINUE ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING TWENTY-SIX (26) DESCRIBED COURSES: (1) SOUTH 02°48'31" EAST, A DISTANCE OF 460.31 FEET; (2) THENCE SOUTH 67°16'54" WEST, A DISTANCE OF 388.09 FEET; (3) THENCE SOUTH 07°51'14" EAST, A DISTANCE OF 502.99 FEET; (4) THENCE SOUTH 05°51'10" EAST, A DISTANCE OF 601.76 FEET; (5) THENCE SOUTH 32°36'03" EAST, A DISTANCE OF 537.76 FEET; (6) THENCE SOUTH 00°10'35" WEST, A DISTANCE OF 721.22 FEET; (7) THENCE NORTH 88°57'06" WEST, A DISTANCE OF 379.81 FEET; (8) THENCE SOUTH 07°53'48" WEST, A DISTANCE OF 1319.98 FEET; (9) THENCE SOUTH 04°05'08" WEST, A DISTANCE OF 1249.46 FEET; (10) THENCE SOUTH 41°54'14" EAST, A DISTANCE OF 939.86 FEET; (11) THENCE SOUTH 08°09'14" WEST, A DISTANCE OF 155.34 FEET; (12) THENCE NORTH 89°25'37" WEST, A DISTANCE OF 189.75 FEET; (13) THENCE NORTH 44°47'10" WEST, A DISTANCE OF 335.43 FEET; (14) THENCE NORTH 18°21'41" WEST, A DISTANCE OF 251.24 FEET; (15) THENCE NORTH 64°51'52" WEST, A DISTANCE OF 125.07 FEET; (16) THENCE SOUTH 01°12'17" WEST, A DISTANCE OF 587.23 FEET; (17) THENCE SOUTH 00°24'38" WEST, A DISTANCE OF 2907.58 FEET; (18) THENCE SOUTH 89°36'55" EAST, A DISTANCE OF 174.85 FEET; (19) THENCE SOUTH 76°25'46" EAST, A DISTANCE OF 395.64 FEET; (20) THENCE SOUTH 15°29'58" EAST, A DISTANCE OF 218.56 FEET; (21) THENCE SOUTH 76°54'03" WEST, A DISTANCE OF 637.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS 22718.31 FEET AND A CENTRAL ANGLE

OF 05°52'02"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2326.45 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 02°47'01" EAST AND A CHORD DISTANCE OF 2325.44 FEET, TO A POINT OF TANGENCY; (22) THENCE SOUTH 05°42'50" EAST, A DISTANCE OF 853.06 FEET; (23) THENCE NORTH 81°15'47" EAST, A DISTANCE OF 380.74 FEET; (24) THENCE SOUTH 09°16'45" EAST, A DISTANCE OF 320.42 FEET; (25) THENCE SOUTH 55°26'34" WEST, A DISTANCE OF 456.61 FEET; (26) THENCE SOUTH 05°42'09" EAST, A DISTANCE OF 4770.05 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, NORTH 72°55'48" EAST, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 4367.88 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 19 AND 20, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 00°36'15" E, ALONG SAID COMMON BOUNDARY, A DISTANCE OF 125.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID COMMON BOUNDARY, NORTH 72°55'48" E, ALONG SAID NORTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 2764.66 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 20; THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°28'44" W, ALONG SAID WEST BOUNDARY, A DISTANCE OF 125.86 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 72°55'48" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 789.10 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 11519.19 FEET AND A CENTRAL ANGLE OF 02°29'11"; THENCE EASTERLY, ALONG THE ARC OF THE SAID CURVE AND SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 499.91 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 71°40'24" EAST AND A CHORD DISTANCE OF 499.87 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 70°25'48" EAST A DISTANCE OF 1506.91 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, SOUTH 00°14'58" W, ALONG SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, A DISTANCE OF 480.61 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, SOUTH 89°24'20" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 16, A DISTANCE OF 2633.41 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, SOUTH 89°24'34" EAST A DISTANCE OF 2633.41 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 21, NORTH 00°19'39" E, ALONG THE COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, TOWNSHIP 26 SOUTH, RANGE 18 EAST, A DISTANCE OF 2413.37 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, NORTH 70°24'57" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 3594.07 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 19°39'57" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 149.58 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 70°20'04" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, A DISTANCE OF 141.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1075.00 FEET AND A CENTRAL ANGLE OF 03°28'49"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 65.30 FEET, SAID

CURVE HAVING A CHORD BEARING OF NORTH 68°35'39" EAST AND A CHORD DISTANCE OF 65.29 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1820.08 FEET AND A CENTRAL ANGLE OF 12°47'27"; (2) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 405.26 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 61°16'52" EAST AND A CHORD DISTANCE OF 404.42 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 28°57'24"; (3) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 118.77 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 40°25'27" EAST AND A CHORD DISTANCE OF 117.51 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 25°56'45" EAST, A DISTANCE OF 32.34 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 09°06'56"; (5) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 42.16 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 30°30'13" EAST AND A CHORD DISTANCE OF 42.12 FEET; THENCE NORTH 35°03'46" EAST A DISTANCE OF 43.23 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 THE NORTHEAST 1/4 OF THE AFORESAID SECTION 15; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 00°17'56" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1049.92 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 THE NORTHEAST 1/4 OF SECTION 15; THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°31'35" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 785.95 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE AFORESAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, SAID NON-TANGENT CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 07°27'23"; THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID NON-TANGENT CURVE, A DISTANCE OF 81.34 FEET, SAID NON-TANGENT CURVE HAVING A CHORD BEARING OF NORTH 28°49'33" EAST AND A CHORD DISTANCE OF 81.28 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 15°58'35"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID REVERSE CURVE, A DISTANCE OF 160.33 FEET, SAID REVERSE CURVE HAVING A CHORD BEARING OF NORTH 33°05'09" EAST AND A CHORD DISTANCE OF 159.81 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 36°20'38"; (2) THENCE EASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 161.75 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 59°14'46" EAST AND A CHORD DISTANCE OF 159.05 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 77°25'05" EAST, A DISTANCE OF 109.11 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 37°56'16"; (4) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 148.98 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 58°26'57" EAST AND A CHORD DISTANCE OF 146.27 FEET TO A POINT OF TANGENCY; (5) THENCE NORTH 39°28'48" EAST, A DISTANCE OF 1933.55 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, NORTH 34°56'51" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, A DISTANCE OF 10510.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°59'32" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 445.97 FEET TO THE COMMON CORNER BETWEEN SECTIONS 3 AND 4, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 4, NORTH 89°41'33" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'19" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 5, NORTH 89°41'05" WEST, A DISTANCE OF 2644.67 FEET

TO THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°40'50" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 26 SOUTH, RANGE 18, EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, NORTH 89°39'11" WEST, A DISTANCE OF 11.46 FEET TO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 18 EAST; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST A DISTANCE OF 2632.87 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST, A DISTANCE OF 14.34 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'26" WEST A DISTANCE OF 2075.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 6871.239 ACRES OF LAND, MORE OR LESS.

REVIEWED BY:

MARVIN H. COX, PLS #3439
SURVEY MANAGER – TAMPA OFFICE
WILSONMILLER, INC. - LB # 043

SEAL

EXHIBIT B

PROPORTIONATE SHARE TABLE

**DRI NO. 255 – BEXLEY RANCH
PASCO COUNTY
DEVELOPMENT AGREEMENT**

TABLE 21-14 (revised 2/02/06)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
Bexley Ranch DRI

Road	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase I - 2010									
SR 54	W. Ramps to Suncoast Pkwy-EB	4 LD	6 LD	3,658,166 ¹	239	930	25.70	548,725	141,016
	W. Ramps to Suncoast Pkwy-EB	4 LD	6 LD	3,658,166 ¹	164	930	17.63	548,725	96,764
	Suncoast Pkwy to Suncoast DRI E-EB	4 LD	8 LD	6,595,737 ¹	415	1,680	24.70	1,978,721	488,791
	Suncoast Pkwy to Suncoast DRI E-WB	4 LD	8 LD	6,595,737 ¹	286	1,680	17.02	1,978,721	336,854
	Suncoast DRI E to Sunlake Blvd. - EB	4 LD	6 LD	3,658,166 ¹	100	930	10.75	7,426,077	798,503
	Suncoast DRI E to Sunlake Blvd. - WB	4 LD	6 LD	3,658,166 ¹	146	930	15.70	7,426,077	1,165,814
	Sunlake Blvd. to US 41 - EB	4 LD	8 LD	6,595,373 ¹	190	1,680	11.31	17,939,415	2,028,862
	Sunlake Blvd. to US 41 - WB	4 LD	8 LD	6,595,373 ¹	277	1,680	16.49	17,939,415	2,957,868
	US 41 to Collier Parkway - EB	4 LD	6 LD	3,658,166 ¹	84	930	9.03	5,633,576	508,839
	US 41 to Collier Parkway - WB	4 LD	6 LD	3,658,166 ¹	123	930	13.23	5,633,576	745,086
	Collier Parkway to Livingston - EB	4 LD	6 LD	3,658,166 ¹	130	930	13.98	2,268,063	317,041
	Collier Parkway to Livingston - WB	4 LD	6 LD	3,658,166 ¹	170	930	18.28	2,268,063	414,592
	Livingston to SR 56 - EB	4 LD	6 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	4 LD	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sunlake Blvd	SR 54 to Tower Rd - NB	n/a	4 LD	4,308,734 ¹	184	1,620	11.36	8,402,031	954,305
	SR 54 to Tower Rd - SB	n/a	4 LD	4,308,734 ¹	127	1,620	7.84	8,402,031	658,678
Tower Rd	SR 54 to Project Drive - NB	n/a	4 LD	5,376,790 ^{1,3}	871	1,620	53.77	10,430,973	5,608,258
	SR 54 to Project Drive - SB	n/a	4 LD	5,376,790 ^{1,3}	566	1,620	34.94	10,430,973	3,644,402
	Project Drive Sunlake Blvd - NB	n/a	4 LD	4,308,734 ¹	977	1,620	60.31	8,962,167	5,404,961
	Project Drive Sunlake Blvd - SB	n/a	4 LD	4,308,734 ¹	671	1,620	41.42	8,962,167	3,712,107
US 41	Sunlake Blvd to US 41 - NB	n/a ⁵	2 LU	3,824,350 ¹	205	760	26.97	11,320,076	3,053,442
	Sunlake Blvd to US 41 - SB	n/a ⁵	2 LU	3,824,350 ¹	297	760	39.08	11,320,076	4,423,767
	Tower Rd to Ridge Rd - NB	2 LU	4 LD	5,478,540	129	2,280	5.66	15,564,532	880,625
	Tower Rd to Ridge Rd - SB	2 LU	4 LD	5,478,540	188	2,280	8.25	15,564,532	1,283,391
	Ridge Rd to Keene Rd - NB	2 LU	4 LD	4,372,722	61	2,280	2.68	8,133,263	217,600
	Ridge Rd to Keene Rd - SB	2 LU	4 LD	4,372,722	89	2,280	3.90	8,133,263	317,483
PHASE I TOTAL									42,109,677
PHASE I TOTAL									209,726,166

¹ No Right-Of-Way required
² Project Traffic divided by Service Volume Increase

³ Urban Arterial Construction Costs

TABLE 21-14 - Continued (Revised 2/02/06)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
Bexley Ranch DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase II - 2015										
SR 54	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	459	930	49.35	548,725	270,822
	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	353	930	37.96	548,725	208,279
	Suncoast Pkwy to Suncoast DRI E-EB	4 LD	0.30	8 LD	6,595,373 ¹	806	1,680	47.98	1,978,612	949,263
SR 54	Suncoast Pkwy to Suncoast DRI E-WB	4 LD	0.30	8 LD	6,595,373 ¹	618	1,680	36.79	1,978,612	727,847
	Suncoast DRI E to Sunlake Rd.-EB	4 LD	2.03	6 LD	3,658,166 ¹	167	930	17.96	7,426,077	1,333,500
	Suncoast DRI E to Sunlake Rd.-WB	4 LD	2.03	6 LD	3,658,166 ¹	218	930	23.44	7,426,077	1,740,736
	Sunlake Rd to US 41 - EB	4 LD	2.72	8 LD	6,595,373 ¹	440	1,680	26.19	17,939,415	4,698,418
	Sunlake Rd to US 41 - WB	4 LD	2.72	8 LD	6,595,373 ¹	574	1,680	34.17	17,939,415	6,129,300
	US 41 to Collier Parkway - EB	4 LD	1.54	6 LD	3,658,166 ¹	169	930	18.17	5,633,576	1,023,736
	US 41 to Collier Parkway - WB	4 LD	1.54	6 LD	3,658,166 ¹	221	930	23.76	5,633,576	1,338,732
	Collier Parkway to Livingston - EB	4 LD	0.62	8 LD	4,570,393 ¹	130	1,680	7.74	2,833,644	219,270
	Collier Parkway to Livingston - WB	4 LD	0.62	8 LD	4,570,393 ¹	170	1,680	10.12	2,833,644	286,738
	Livingston to SR 56 - EB	4 LD	1.71	6 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	4 LD	1.71	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sun Lake Blvd.	SR 54 to Tower Rd - NB	n/a	1.95	4 LD	4,308,734 ¹	442	1,620	27.28	8,402,031	2,292,406
	SR 54 to Tower Rd - SB	n/a	1.95	4 LD	4,308,734 ¹	339	1,620	20.93	8,402,031	1,758,203
Tower Rd	SR 54 to Project Drive - NB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,583	2,450	64.61	12,734,907	8,228,309
	SR 54 to Project Drive - SB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,215	2,450	49.59	12,734,907	6,315,474
	Project Drive to Sunlake Blvd. - NB	n/a	2.08	6 LD	5,461,189 ¹	1,481	2,450	60.45	11,359,273	6,866,565
	Project Drive to Sunlake Blvd. - SB	n/a	2.08	6 LD	5,461,189 ¹	1,232	2,450	50.29	11,359,273	5,712,092
	Sunlake Blvd. to US 41 - NB	n/a	2.96	4 LD	4,308,734 ¹	557	1,620	34.38	12,753,853	4,385,121
	Sunlake Blvd. to US 41 - SB	n/a	2.96	4 LD	4,308,734 ¹	727	1,620	44.88	12,753,853	5,723,488
US 41	Tower Rd to Ridge Rd - NB	2 LU	2.84	4 LD	4,391,646	343	2,680	12.80	12,476,666	1,596,827
	Tower Rd to Ridge Rd - SB	2 LU	2.84	4 LD	4,391,646	447	2,680	16.68	12,476,666	2,080,996
	Ridge Rd to Keene Rd - NB	2 LU	1.86	4 LD	4,415,281	165	2,680	6.16	8,194,762	504,528
	Ridge Rd to Keene Rd - SB	2 LU	1.86	4 LD	4,415,281	215	2,680	8.02	8,194,762	657,416
	Keene Blvd. to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	108	1,000	10.80	2,649,169	286,110
	Keene Blvd. to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	141	1,000	14.10	2,649,169	373,533
Ridge Rd	US 41 to Suncoast - EB	2 LU	4.2	4 LD	3,658,166 ¹	88	860	10.23	15,364,297	1,572,161
	US 41 to Suncoast - WB	2 LU	4.2	4 LD	3,658,166 ¹	67	860	7.79	15,364,297	1,196,986
PHASES I & II TOTAL										70,427,484
PHASES I & II TOTAL										253,100,942

¹ No Right-Of-Way required
² Project Traffic divided by Service Volume Increase

³ Urban Arterial Construction Costs

TABLE 21-15 (revised 2/17/06) INTERSECTION IMPROVEMENT PROPORTIONATE SHARE Bexley Ranch DRI				
Intersection	Required Improvement	Cost ¹	% Project Traffic ²	Proportionate Share
Phase I (2010)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	17.5	\$ 138,416
SR 54/Tower Rd ⁷	SB right, dual EB Lefts, WB Right ⁴	\$ 769,509	25.1	\$ 193,147
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁵	\$ 668,653	9.7	\$ 64,859
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	2.6	\$ 2,595,211
SR 54/Collier Pkwy ⁷	WB left; SB left, SB right	\$ 992,659	12.1	\$ 120,112
SR 54/SR 56 ⁷	SB right	\$ 567,797	7.7	\$ 43,720
US 41/Tower Rd ⁷	EB right; SB right	\$ 1,237,247	29.2	\$ 361,276
PHASE 1 TOTAL		\$ 104,842,612		\$ 3,516,741
Phase II (2015)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	25.8	\$ 204,064
SR 54/Tower Rd ⁷	dual SB right, dual EB Left, WB Right ⁴	\$ 992,659	100.0	\$ 992,659
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁵	\$ 668,653	19.1	\$ 127,713
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	6.3	\$ 6,288,395
SR 54/Collier Pkwy ⁷	N/A	\$ 992,659	17.7	\$ 175,701
SR 54/SR 56 ⁷	N/A	\$ 567,797	12.5	\$ 70,975
US 41/Tower Rd ⁷	dual EB lefts; NB left	\$ 1,539,815	25.6	\$ 394,193
US 41/Dale Mabry Hwy ⁷	EB left	\$ 445,503	41.2	\$ 183,547
PHASES I & II TOTAL		\$ 105,813,833		\$ 8,437,247

¹Thru lane and exclusive lane mainline improvements are included in roadway improvement costs

² Project Traffic as a percentage of Increased Service Volume

³ cost of WB left included in cost of mainline improvement

⁴ cost of one EB left, WB right and included in cost of mainline

⁵ cost of EB left, one SB left and SB right included in cost of mainline improvement.

⁶ cost of one SB right, one EB left, 1 WB right included in mainline costs

⁷ cost of signalization & mast arm improvements

⁸ cost for interchange include signalization improvements

EXHIBIT C

TRANSPORTATION IMPROVEMENTS

DRI NO. 255 – BEXLEY RANCH
PASCO COUNTY
DEVELOPMENT AGREEMENT

EXHIBIT C
BEXLEY RANCH DRI
TRANSPORTATION IMPROVEMENTS 4

Proportionate Share	Description	Foot note	Road	Segment or Description
\$78,864,731	Total Proportionate Share Amount from Exhibit B, The Roadway & Intersection Proportionate Share Tables (Tables 21-14 and 21-15)			
(\$18,369,728)	On-site and Off-site Access Related	* 1, 2	Tower Road/Ashtley Glen Blvd.	4-lane from Sunlake Blvd to SR 54.
(\$2,750,000)	On-site and Off-site Access Related	* 1	Tower Road	2-lane from Sunlake Blvd to Drexel Rd including on-site realignment.
(\$4,050,609)	Off-site Access Related	* 1, 2	Sunlake Boulevard	Western 2-lane from SR 54 to southernmost site boundary.
(\$450,000)	On-Site related ROW	*	Sunlake Boulevard ROW only	ROW > 166 ft up to 200 ft from southern boundary of site to northern boundary of site.
\$53,244,394	Subtotal			
(\$38,734,222)	Pipeline	**	SR 54	6-lane from Suncoast to US 41 "Thru" lanes; terminus of 6-lane west of Suncoast to terminus of 6-lane west of US 41. Includes single turn lanes at all existing intersections and future intersections of Tower Rd and Sunlake Blvd. Also includes signal modifications at Oakstead and Suncoast interchange.
(\$1,336,509)	Pipeline	*2	SR 54	Intersection improvements at Tower Rd/Ashtley Glen Blvd, Ballantree Blvd, and Sunlake Blvd. Cost for each intersection includes the cost for 6 lane signalization in the amount of \$344,647 and the cost for one EB turn lane for a total of 2 EB turn lanes in the amount of \$100,856. Total cost per intersection = 100,856+\$344,647=\$445,503
(\$13,173,663)	Pipeline TBD	1, 3	TBD by BOCC	TBD by BOCC or payment prior to platting of 2500th unit or equiv. PM peak hr trips. Construction or payment in lieu of construction for one or more of the following: Suncoast Pkwy/SR 54 interchange, Ridge Rd, US 41, Sunlake Blvd, Tower Rd or other parallel facilities; Impact fee credits determined by CIP and Transportation Impact Fee Ordinance.
\$0	On-site Access related	*** 1	Sunlake Boulevard	(a) 2-lane within entire site. (b) Up to 166 ROW through entire site. (c) 4-lane from southernmost boundary of site to northern boundary of TC.
\$0	Off-site Access related	**** 2	Tower Road	Repave Tower Rd with 24 ft of pavement or other pavement width as may be approved by DRC from Drexel Rd to U.S. 41, including any design, regulatory permits as applicable, construction and right-of-way acquisition needed for such repavement and for any drainage or other improvements needed for such repavement.
\$0	Off-site Access related	***	Lake Patience	2-lane from Sunlake Blvd to terminus in Oakstead.
\$0	Off site Access related	***	Intersection Improvements	Required offsite intersection improvements: Sunlake Blvd and Tower Rd.
(\$53,244,394)	Subtotal			

* Developer builds at own expense. No impact fee credit. Proportionate share credit only.
 ** Proportionate share and Impact fee creditable subject to caps and timing in CIP and not to exceed the lessor of actual construction costs or amount assumed in the proportionate share table.
 *** Not impact fee creditable and not proportionate share creditable

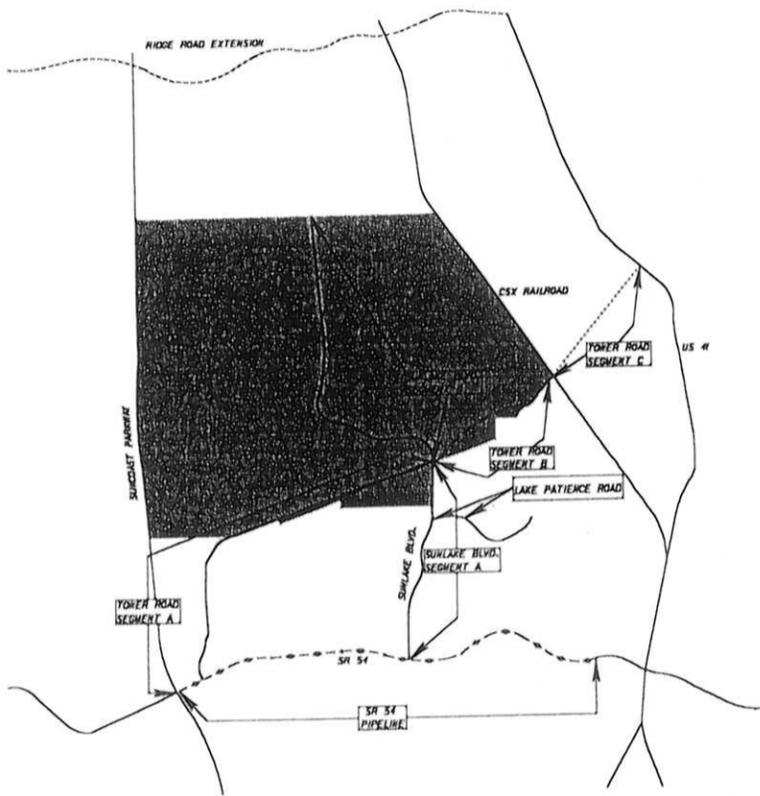
1 Includes any intersection improvements determined to be necessary by the County, including but not limited to, signalization.
 2 May require cash payment in lieu of construction if constructed by others.
 3 Amount shall be adjusted by most recent construction and right-of-way indices as adopted by the Pasco County Transportation Impact Fee Ordinance, as amended.
 4 Table does not include any internal roadways and intersection improvements required by Pasco County Arterial and Collector Spacing Standards and Access Management Ordinance.

EXHIBIT D

ROADWAY LINK IMPROVEMENTS

**DRI NO. 255 – BEXLEY RANCH
PASCO COUNTY
DEVELOPMENT AGREEMENT**

EXHIBIT D



LEGEND	
---	2 LAKE ROAD
----	2 LAKE ROAD RESURFACING
----	4 LAKE ROAD
----	6 LAKE ROAD
---	PROJECT BOUNDARY

NOT TO SCALE

TOWER ROAD SEGMENT A: CONSTRUCT 4 LAKE SECTION
 TOWER ROAD SEGMENT B: CONSTRUCT 2 LAKE RURAL SECTION
 TOWER ROAD SEGMENT C: 2 LAKE ROAD RESURFACING

LAKE PATIENCE ROAD CONSTRUCTION 2 LAKE RURAL SECTION

SUNLAKE BLVD. SEGMENT A: CONSTRUCT WESTERN 2 LANES OF 6 LAKE DIVIDED SECTION FROM SR 54 TO SOUTHERN SITE BOUNDARY, AT THE POINT WHERE IT INTERSECTS THE SUNLAKE BOULEVARD ALIGNMENT.
 SUNLAKE BLVD. SEGMENT B: CONSTRUCT 2 LAKE SECTION OF 6 LAKE DIVIDED SECTION FROM SOUTHERN BOUNDARY TO THE NORTHERN BOUNDARY OF THE SITE. CONSTRUCT 4 LANES OF 6 LAKE DIVIDED SECTION FROM SOUTHERN BOUNDARY OF THE SITE TO THE NORTHERN BOUNDARY OF TOWER CENTER.
 DEDICATE 200' OF RIGHT-OF-WAY FROM SOUTHERN BOUNDARY TO THE NORTHERN BOUNDARY SITE.

SR 54 PIPELINE IMPROVEMENTS: WIDEN 4 LANES TO 6 LANES

BEXLEY RANCH DRI - ROADWAY LINK IMPROVEMENTS

EXHIBIT E

PIPELINE PROJECT INTERSECTION IMPROVEMENTS

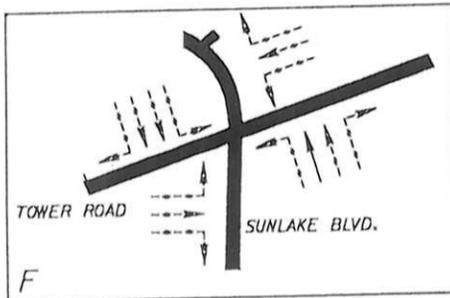
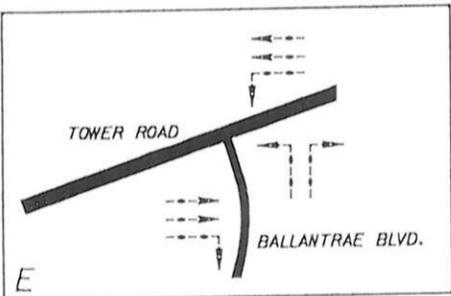
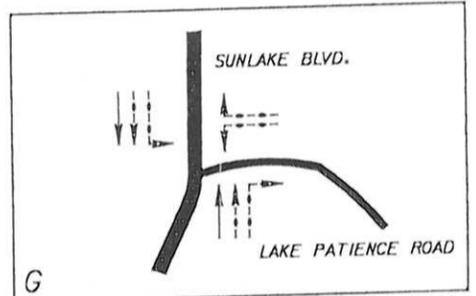
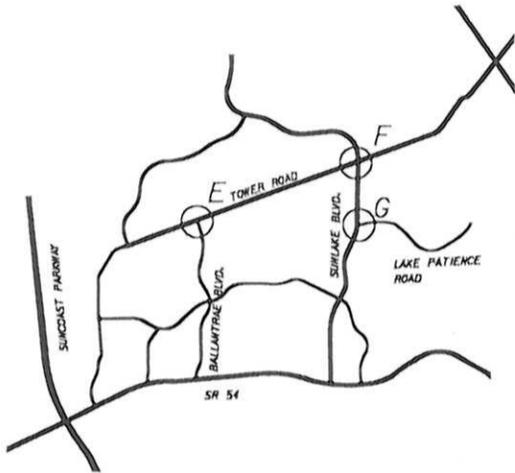
**DRI NO. 255-BEXLEY RANCH
PASCO COUNTY
DEVELOPMENT AGREEMENT**

EXHIBIT F

OTHER INTERSECTION IMPROVEMENTS

**DRI NO. 255 – BEXLEY RANCH
PASCO COUNTY
DEVELOPMENT AGREEMENT**

EXHIBIT F



LEGEND	
	EXISTING LANES
	IMPACT FEE NON-CREDITABLE OTHER IMPROVEMENTS

BEXLEY RANCH DRI - OTHER INTERSECTION IMPROVEMENTS

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 11 DAY OF December 2005

JED PITTMAN, CLERK OF CIRCUIT COURT
BY [Signature] DEPUTY CLERK

May 22, 2006

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

Pinellas Park, Florida

Re: Bexley Ranch Development of Regional Impact No. 255
Land Use Exchange Request

Dear Mr. Meyer:

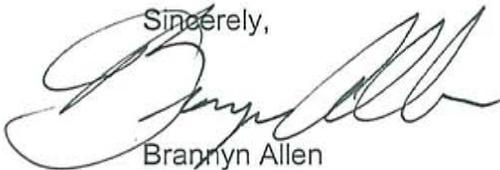
Pursuant to the Bexley Ranch Development Order, Condition 5.B.4(a) as approved by the Pasco County Board of County Commissioners on March 28, 2006, We are submitting the required modification of the Land Use and Phasing Schedule by use of the Land Use Equivalency Matrix.

Please find attached a revised Land Use and Phasing schedule which includes the current request.

This exchange has been submitted to Pasco County and the Department of Community Affairs.

Please feel free to contact me with any questions at 813-963-0389.

Sincerely,



Brannyn Allen
Planner

Enclosure

CC: Ms. Cynthia Spidell, Pasco County
Ms. Brenda Winningham, DCA

Offices strategically located to serve our clients 800.649.4336

North Tampa Office: 15438 North Florida Avenue, Suite 200 • Tampa, Florida 33613 • 813.963.0389 • Fax 813.963.0635

www.wilsonmiller.com

**Bexley Ranch Land Use Exchange #1
May 2006**

The following land use table has been revised in accordance with Section 5.4(a) of the Bexley Ranch Development Order (DO) that was adopted by the Pasco County Board of County Commissioners on March 28, 2006. Section 5.4(a) requires a land use exchange occur within 30 days of the effective date of the DO. The exchange will modify the Land Use and Phasing Schedule to reduce the amount of retail and increase the amount of office using an exchange rate of 2,728 square feet of office for every thousand square feet of retail. (DO Exhibit E - Land Use Equivalency Matrix, change from Retail 120K to Office 125K). The Land Use and Phasing Schedule included in the adopted DO allows for the approval of 400,000 square feet of commercial space. As a result of this land use exchange, the amount of commercial space will be reduced by 105,279 square feet, bringing the total to 294,721 square feet.

The approved DO allows for 250,000 square feet of Office. This land use exchange will add 287,200 square feet of Office for a project total of 537,200 square feet. This exchange will result in a jobs-to-dwelling units ratio of approximately 0.5 to 1.

Table 1 (Revised May 2006) Bexley Ranch DRI Land Use and Phasing Schedule					
<u>Land Use</u> ¹	<u>Phase I (2005-10)</u>	<u>Phase II (2011-15)</u>	<u>Phase III TBD</u>	<u>Totals</u>	<u>Acres</u>
Single Family ² Residential (D.U.'s) (attached/detached)	2,450	2,480	1,070	6,000	3,805 acres
Multifamily Residential (D.U.'s) ⁴		600	400	1,000	45 acres
Commercial (SF) ⁴	125,000	183,500 78,221	91,500	400,000 294,721	30 acres
Office (SF) ⁴	50,000 337,200	200,000	0	250,000 537,200	100 acres
Parks (acres) ⁷	80	108	18	206	206 acres
Elementary & Middle School ⁷	1			1	35 acres
Elementary School ⁷		1		1	15 acres
Golf Course (Holes) ²	18	0	0	18	(160 acres Included in residential acreage)
Wetlands ³					1,016 acres
Greenway Corridor ⁵					1,433 acres
Wildlife Corridor ⁶					176 acres
Public/Open Space					7 acres
Family Cemetery					4 acres
Total					6,872 acres

¹ Land uses may be exchanged in accordance with the Land Use Equivalency Matrix (Exhibit E). Under no circumstance shall office entitlements be exchanged for residential or retail land uses.

² Residential Uses may include an optional 160-acre golf course.

³ Wetlands outside the Greenways and Wildlife Corridors.

⁴ Multi-family, retail and office uses may be vertically integrated within the Town Center.

⁵ The Greenway Corridor contains 788 acres of wetlands and 645 acres of uplands.

⁶ The Wildlife Corridor contains 105 acres of wetlands and 71 acres of uplands.

⁷ Acreage subject to Section 5(o) and 5(p) of this DO.

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Development Review Committee DATE: 6/8/06 FILE: GM06-1090

SUBJECT: Bextley Ranch Development of Regional Impact - Land-Use Exchange, Newland Communities, LLC
Meeting: 6/15/06, 1:30 p.m., DC Recommendation: Approval

FROM: *Samuel P. Steffey II*
Samuel P. Steffey II
Growth Management Administrator

REFERENCES: Development Order, Section 5.b(4)(a); Florida Statutes; CAC Planning Dist. 4; Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Development Review Committee (DRC).

DESCRIPTION AND CONDITIONS:

- On March 28, 2006, the Board of County Commissioners approved a development order (DO) (Resolution No. 06-181) for Bextley Ranch Development of Regional Impact (DRI) No. 255 (GM06-363). The DRI consists of 6,000 single-family dwelling units; 1,000 multifamily dwelling units; 400,000 square feet of commercial; 250,000 square feet of office; and an 80-acre district park collocated with a combined elementary and middle school, one elementary school, and an optional 18-hole golf course on 8,872 acres. The DRI has a build-out date for the specifically approved Phases 1 and 2 of December 31, 2015, and conceptual approval for Phase 3 as follows:

ORIGINAL PHASING SCHEDULE

<u>Land Use</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Total</u>
Single-Family Residential (Dwelling Units)	2,450	2,480	1,070	6,000
Multifamily		600	400	1,000
Commercial (Square Feet)	125,000	183,500	91,500	400,000
Office (Square Feet)	50,000	200,000	0	250,000
Parks (Acres)	80	108	18	206
Elementary and Middle School	1			1
Elementary School		1		1
Golf Course (Optional)	18	0	0	18

- Presently, the Growth Management Department has received a formal request from the developer to exercise a land-use-exchange via the land-use-equivalency matrix in accordance with the requirements of DO Section 5.b(4)(a). This section requires that within 30 days after the approval of the initial DRI/DO and the expiration of the appeal period, an application be filed with Pasco County to exchange entitlements for office in order to meet a jobs-to-dwelling-unit ratio of approximately .5 to 1. Furthermore, DO Section 5.b(1) allows the exchange of development entitlements pursuant to the Land-Use Equivalency Matrix set out in Exhibit E of the DO and attached hereto and requires all land-use requests to be approved by the DRC.
- This exchange will modify the Land-Use and Phasing Schedule as follows:
 - Commercial: The Phase 2 commercial entitlements will be reduced by 105,279 square feet, from 183,500 square feet to 78,221 square feet. This will reduce the commercial entitlements for all phases from 400,000 square feet to 294,721 square feet.
 - Office: The Phase 1 office entitlements will be increased by 287,200 square feet, from 50,000 square feet to 337,200 square feet. This will increase the office entitlements for all phases from 250,000 square feet to 537,200 square feet.

4. The new proposed entitlement and phasing schedule is summarized as follows:

PROPOSED NEW PHASING SCHEDULE POST EXCHANGE

<u>Land Use</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Total</u>
Single-Family Residential (Dwelling Units)	2,450	2,480	1,070	6,000
Multifamily		600	400	1,000
Commercial (Square Feet)	125,000	78,221	91,500	294,721
Office (Square Feet)	337,200	200,000	0	537,200
Parks (Acres)	80	108	18	206
Elementary and Middle School	1			1
Elementary School		1		1
Golf Course (Optional)	18	0	0	18

ALTERNATIVES AND ANALYSIS:

1. Approve the Land-Use Exchange.
2. Approve the Land-Use Exchange with additional modifications or changes.
3. Deny the proposed Land-Use Exchange.
4. Direct staff as to other action desired by the DRC.

RECOMMENDATION AND FUNDING:

The Growth Management Department staff recommends that the DRC approve Alternative No. 1.

ATTACHMENTS:

1. DO Exhibit E - Land-Use Equivalency Matrix
2. Land-Use Equivalency Calculation
3. DO Condition 5.b(4)(a)

SPS

SPS/CDS/dr/bexleyranch04

DEVELOPMENT REVIEW COMMITTEE ACTION:

DRC

JUN 15 2006

APPROVED

142

ATTACHMENT 1

EXHIBIT E
BEDLEY RANCH DRI
LAND USE
EQUIVALENCY MATRIX

143

Change To:	Single Family	Multi-Family	Retail 8,50K	Retail 180K	Retail 120K	Office 25K	Office 100K	Office 125K
Change From:								
Single Family	N/A	1.27 dft/du (1.2734) ³	55 sf/du (0.0551) ⁵	195 sf/du (0.1946) ⁵	161 sf/du (0.1614) ⁵	181 sf/du (0.1807) ⁵	406 sf/du (0.4059) ⁵	440 sf/du (0.4404) ⁵
Multi-Family	0.79 dft/du (0.7853) ³	N/A	43 sf/du (0.0433) ⁵	153 sf/du (0.1528) ⁵	127 sf/du (0.1287) ⁵	142 sf/du (0.1419) ⁵	319 sf/du (0.3187) ⁵	346 sf/du (0.3458) ⁵
Retail 8,50K	18.14 dft/ksf (18.1383) ³	23.10 dft/ksf (23.0972) ³	N/A	3,529 sf/ksf (3.5280) ³	2,927 sf/ksf (2.9274) ³	3,278 sf/ksf (3.2781) ³	7,361 sf/ksf (7.3614) ³	7,987 sf/ksf (7.9873) ³
Retail 180K	5.14 dft/ksf (5.1398) ³	6.55 dft/ksf (6.5450) ³	283 sf/ksf (0.2834) ³	N/A	830 sf/ksf (0.8295) ³	929 sf/ksf (0.9289) ³	2,086 sf/ksf (2.0860) ³	2,263 sf/ksf (2.2633) ³
Retail 120K	6.20 dft/ksf (6.1960) ³	7.89 dft/ksf (7.8900) ³	342 sf/ksf (0.3416) ³	1,206 sf/ksf (1.2055) ³	N/A	1,120 sf/ksf (1.1199) ³	2,515 sf/ksf (2.5146) ³	2,728 sf/ksf (2.7284) ³

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 waste, and affordable housing are not exceeded.

- Example exchanges:
Add 44,035 sf office 125K by reducing single family dus, 44,035 sf divided by 440 sf/du equals 100 dus
- Actual Equivalency factor for use in calculations
- Office entitlements may not be exchanged for other entitlements.

Land Use	Minimum	Approved	Maximum
Single Family	4,450 dus	4,930 dus	5,400 dus
Multi - Family	540 dus	600 dus	660 dus
Retail	180,000 sf	308,500 sf	550,000 sf

BCC
MAY 2 2006
APPROVED

ATTACHMENT 2: LAND USE CALCULATION

**INCREASE OFFICE 125K BY 287,200 SQUARE FEET FROM
RETAIL 120K:**

**RATE FROM LAND USE EXCHANGE MATRIX = 2,728 SQUARE
FEET OF OFFICE FOR EVERY 1000 SQUARE FEET OF RETAIL**

$287,200 / 2,728 = 105,279$ SQUARE FEET OF RETAIL

Wildlife Corridor ⁶				176 acres
Public/Open Space				7 acres
Family Cemetery				4 acres
Total				6,872 acres

- 1 Land uses may be exchanged in accordance with the Land Use Equivalency Matrix (Exhibit E). Under no circumstance shall office entitlements be exchanged for residential or retail land uses.
- 2 Residential Uses may include an optional 180-acre golf course.
- 3 Wetlands outside the Greenways and Wildlife Corridors.
- 4 Multi-family, retail and office uses may be vertically integrated within the Town Center.
- 5 The Greenway Corridor contains 768 acres of wetlands and 846 acres of uplands.
- 6 The Wildlife Corridor contains 105 acres of wetlands and 71 acres of uplands.
- 7 Acreage subject to Section 5(o) and 5(p) of this DO.

b. Land Use Exchange

(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 the Pasco County Development Review Committee (DRC), with copies to FDCA 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. Such approval shall not be unreasonably withheld if request is consistent with the Land Use Equivalency Matrix and other provisions of this DO. Notwithstanding the foregoing, office or employment center land uses cannot be exchanged for retail or residential entitlements.

(2) The traffic impacts of the revised land use mix shall not exceed the approved traffic impacts of the land use being replaced.

(3) 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.

(4) Modification of Land Use Schedule

(a) Within 30 days after the approval of the initial DRI DO and the expiration of the appeal period an application shall be filed with Pasco County requesting a modification of the land use and phasing schedule by use of the Land Use Equivalency Matrix to exchange retail and residential for an additional 287,200 square feet of office for a total of 537,200 square feet of office within the specifically approved Phase I and II. This will result in a jobs-to-dwelling unit ratio of approximately 0.5 to 1.

(b) Within eighteen months (18) of DRI DO approval and the expiration of the appeal period, the Applicant/Developer shall submit an NOPC requesting specific approval for an additional amount of office space and specific approval of the remaining retail and residential entitlements, to achieve a jobs-to-dwelling unit ratio of 1:1. In computing the housing to jobs ratio, the Developer may take into account jobs created by new entitlements approved after the effective date of this Development Order and located

145 BCC

MAR 28 2006

APPROVED

TOTAL P.06

#255



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. 7003 2260 0000 4003 9329
 RETURN RECEIPT REQUESTED

April 17, 2006

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

RE: Bexley Ranch - Development of Regional Impact (#255)
 Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Bexley Ranch Development of Regional Impact #255 Development Order (Resolution No. 06-181), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This development order was approved by the Pasco County Board of County Commissioners on March 28, 2006.

Sincerely,

Cynthia D. Spidell, MBA
 Planner II

Enclosure

[Faint, illegible text or stamp]

**A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING,
WITH CONDITIONS, THE BEXLEY RANCH DEVELOPMENT OF
REGIONAL IMPACT (DRI NO. 255).**

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Bexley Ranch Trust, L.S.B. Corp., and Newland Communities LLC (Applicant/Developer) filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Bexley Ranch; 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 Bexley Ranch DRI was adopted by the Pasco County Board of County Commissioners on March 28, 2006.

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

The ADA for the Bexley Ranch DRI is approved with conditions as set forth in the following Development Order (DO), which is hereby adopted by the Board of County Commissioners:

BEXLEY RANCH DEVELOPMENT ORDER

1. General Findings of Fact

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

a. Bexley Ranch Land Trust, L.S.B. Corp., and Newland Communities, LLC, hereinafter referred to as the "Applicant" or "Developer", filed in accordance with Section 380.06, F.S., as amended, the ADA of the Bexley Ranch DRI and associated three (3) Responses to Request for Additional Information, the sum total of which shall be referred to herein as the "Application,"

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed Bexley Ranch DRI, in part, are those which are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, the Specific Findings of Fact and Regional Impacts contained in Pages 1-61 of the Tampa Bay Regional Planning Council (TBRPC) Final Report. Both Exhibits A and B are incorporated into this DO by reference and are on file with the Pasco County Growth Management Department.

c. The real property encompassed by the Bexley Ranch DRI is owned by Bexley Ranch Land Trust and L.S.B Corp, and a description of the real property attached hereto as Exhibit C, is incorporated herein and made a part of this DO.

d. The current Pasco County Comprehensive Plan Future Land Use Map classifications for the Property are RES-3 (Residential -3 du/acre) and AG/R (Agricultural/Residential). Simultaneously with adoption of this DO, the Board of County Commissioners shall be adopting a Comprehensive Plan Amendment, amending the Future Land Use Map classification for the Property from AG/R and RES-3 to RES-3, ROR (Retail/Office/Residential), and CON (Conservation). The proposed development is consistent with the applicable provisions of the RES-3, ROR, and CON classifications and other Goals, Objectives, and Policies of the Comprehensive Plan.

e. On September 2, 2004, the TBRPC notified Pasco County that the sufficiency review was complete, and that the TBRPC had initiated the preparation of its DRI Final Report, and that the local government should set a date for the public hearing on the Application. On December 13, 2004, the TBRPC adopted its Final Report for DRI #255, Bexley Ranch, recommending approval of the project with conditions.

f. The Board of County Commissioners scheduled and held a public hearing on the pending Application on March 28, 2006.

g. Notice of the hearing was published in a newspaper of general circulation at least 60 (60) days prior to the date set for the Board of County Commissioners hearing.

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

i. 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.

j. The Board of County Commissioners received and considered the TBRPC Final Report on the above-referenced Application.

k. The Board of County Commissioners received and considered various other reports and information including, but not limited to, the recommendation of the Pasco County Development Services Branch and the Pasco County Development Review Committee (DRC).

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. This Bexley Ranch DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the development order (DO).

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 applicable provisions of the Pasco County Land Development Code (local land development regulations).

d. As conditioned, this DRI/DO is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (the Comprehensive Plan).

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/DO is consistent with the applicable provisions of the adopted State Comprehensive Plan as amended.

3. Approval Stipulations

a. 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 set forth herein. Such conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the property.

In the event the Pasco County Administrator or his designee determines that a violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer. If non-compliance is not cured by the date stated in the notice of noncompliance, the County Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected. The "Applicant" or "Developer" may appeal the determination to the Board of County Commissioners pursuant to Article 317 of the Pasco County Land Development Code. Notwithstanding the foregoing, violations of the Development Agreement shall be addressed in accordance with the provisions of the Development Agreement.

b. 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.

c. Development of the Bexley Ranch DRI shall also 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 Subsection 163.3194(1)(b), F.S and the land development regulations. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2025, 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 current 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.

e. As provided in Section 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 that 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.

f. 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

Phases I and II of the DRI are specifically approved and Phase III of the DRI is conceptually approved. Specific approval of Phase III shall be granted upon submittal and approval of additional analyses of Transportation and Air Quality impacts performed pursuant to the requirements of Section 380.06, F.S.

b. Effective Date and Duration

(1) The DO for the Bexley Ranch 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 Bexley Ranch DRI.

(2) The effective period of this DO shall be until December 31, 2025. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statute. 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 Bexley Ranch shall proceed in accordance with the phasing schedule indicated in Table 1 below.

Except as provided for herein, excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Applicant's/Developer's risk and shall not vest latter phase development rights.

c. Commencement of Development

If physical development of the Bexley Ranch 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

Any delay in the build-out date of Phase I or Phase II of the project beyond December 31, 2015, 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 build-out date for Phase III shall be established when specific approval of Phase III 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:

Table 1					
Bexley Ranch DRI					
Land Use and Phasing Schedule					
Land Use¹	Phase I (2005-10)	Phase II (2011-15)	Phase III TBD	Totals	Acres
Single Family ² Residential (D.U.'s) (attached/detached)	2,450	2,480	1,070	6,000	3,805 acres
Multifamily Residential (D.U.'s) ⁴		600	400	1,000	45 acres
Commercial (SF) ⁴	125,000	183,500	91,500	400,000	30 acres
Office (SF) ⁴	50,000	200,000	0	250,000	100 acres
Parks (acres) ⁷	80	108	18	206	206 acres
Elementary & Middle School ⁷	1			1	35 acres
Elementary School ⁷		1		1	15 acres
Golf Course (Holes) ²	18	0	0	18	(160 acres Included in residential acreage)
Wetlands ³					1,016 acres
Greenway Corridor ⁵					1,433 acres

Wildlife Corridor ⁶					176 acres
Public/Open Space					7 acres
Family Cemetery					4 acres
Total					6,872 acres

- 1 Land uses may be exchanged in accordance with the Land Use Equivalency Matrix (Exhibit E). Under no circumstance shall office entitlements be exchanged for residential or retail land uses.
- 2 Residential Uses may include an optional 160-acre golf course.
- 3 Wetlands outside the Greenways and Wildlife Corridors.
- 4 Multi-family, retail and office uses may be vertically integrated within the Town Center.
- 5 The Greenway Corridor contains 788 acres of wetlands and 645 acres of uplands.
- 6 The Wildlife Corridor contains 105 acres of wetlands and 71 acres of uplands.
- 7 Acreage subject to Section 5(o) and 5(p) of this DO.

b. Land Use Exchange

(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 the Pasco County Development Review Committee (DRC), with copies to FDCA 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. Such approval shall not be unreasonably withheld if request is consistent with the Land Use Equivalency Matrix and other provisions of this DO. Notwithstanding the foregoing, office or employment center land uses cannot be exchanged for retail or residential entitlements.

(2) The traffic impacts of the revised land use mix shall not exceed the approved traffic impacts of the land use being replaced.

(3) 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.

(4) Modification of Land Use Schedule

(a) Within 30 days after the approval of the initial DRI DO and the expiration of the appeal period an application shall be filed with Pasco County requesting a modification of the land use and phasing schedule by use of the Land Use Equivalency Matrix to exchange retail and residential for an additional 287,200 square feet of office for a total of 537,200 square feet of office within the specifically approved Phase I and II. This will result in a jobs-to-dwelling unit ratio of approximately 0.5 to 1.

(b) Within eighteen months (18) of DRI DO approval and the expiration of the appeal period, the Applicant/Developer shall submit an NOPC requesting specific approval for an additional amount of office space and specific approval of the remaining retail and residential entitlements, to achieve a jobs-to-dwelling unit ratio of 1:1. In computing the housing to jobs ratio, the Developer may take into account jobs created by new entitlements approved after the effective date of this Development Order and located

within five miles from the Development, provided such jobs are not required to satisfy any housing to jobs ratio requirement for the project(s) in which such jobs are located, and such jobs have not been allocated by the County to satisfy any housing to jobs ratio requirement of any other project. The revised proportionate share and transportation mitigation (pipeline projects) approved as a result of this NOPC will be structured so that the residential and retail components of Bexley Ranch as identified in the Application for Development Approval (ADA) will have a specifically identified mitigation requirement, which shall be separate and distinct from the mitigation requirements for the Office/Employment Center referenced in (c) below. The approval of said NOPC shall occur prior to the platting of the 2468th dwelling unit. The Applicant/Developer shall provide in the required NOPC a transportation analysis, an affordable housing study, and an analysis and verification of water and utility availability as well as any other studies or analyses that may be required by any agency.

(c) A proposed Office/Employment Center, located at the intersection of Sun Lake Boulevard and Tower Road, consisting of a minimum of 100 developable acres, will be set aside for office and employment center land uses, a portion thereof which may be located in the Town Center as depicted on Map H. Said office and employment center land uses and land area pursuant to this section shall not be exchanged or used for any other land uses, except for accessory commercial uses located within office and employment center buildings and vertically integrated retail and multi-family uses as permitted within the Town Center.

(d) Town Center:

1) The Town Center shall be designed and constructed in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) ordinance unless otherwise approved by the DRC. A master plan consistent with the requirements of the TND ordinance shall be approved by the Board of County Commissioners prior to the first record plat for the 1385th dwelling unit.

2) Unless otherwise approved pursuant to the Town Center Master Plan, the Applicant/Developer shall be responsible for designing and constructing all necessary public infrastructure for Town Center and Office/Employment Center, including all road, intersections, and utility improvements, within the Town Center prior to approval of the first record plat for the 2765th dwelling unit, or as necessary to serve adjacent development or development within the Town Center, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Town Center Master Plan and shall be sized to accommodate the approved entitlements assigned to Town Center and Office/Employment Center uses.

c. Water Quality and Drainage

(1) Development of Bexley Ranch shall not lower the Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code as may be amended from time to time.

(2) The project's stormwater-management system shall be designed, constructed, and maintained to meet or exceed Chapters 17, 25 and 40D-4 or 40D-40, Florida Administrative Code (FAC), and Pasco County stormwater management requirements as may be amended from time to time. Treatment shall be provided by biological filtration and residence times wherever feasible. Best Management Practices (BMP) for reducing adverse water quality impact, including those, which prevent construction-related turbidity as, required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. 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, 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) or as established by Pasco County, whichever is more stringent.

(d) Should the Applicant/Developer or its representative discover that 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 include and 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) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary/site plan approval.

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

(g) The stormwater-management system should be designed to restore and maintain the natural hydroperiod of the on-site receiving wetlands and the floodplain areas in substantial conformance with permit requirements by appropriate agencies.

(h) An integrated pest management program shall be implemented to minimize the use of fertilizers and pesticides, and the design and construction techniques listed below shall be utilized unless otherwise determined not to be required during the review process:

- 1) Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;
- 2) Using shallow ponds;
- 3) ensuring that ponds and swales are properly grassed;
- 4) setting a maximum depth for stormwater storage;
- 5) implementation of a site-specific groundwater quality monitoring system;
- 6) maintaining a minimum distance between ponds bottoms and the top of the confining layer for the Floridan aquifer.

(i) The Applicant/Developer shall encourage the use of water conserving landscapes, the responsible use of water in common areas and non-residential areas, 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's shall be used to prevent construction-related turbidity and erosion problems.

(j) Native plant species shall be incorporated into the landscape design.

(k) As committed, when reclaimed water becomes available to the project site, the developer or its assigns shall utilize it for all irrigation on-site.

(l) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole damage.

(m) In addition to water quality sampling to collect baseline information for the Anclote River portion of the site, the on-site groundwater wells shall also be sampled.

(n) Site development shall use techniques that minimize the impervious surface area throughout the development to the extent technically feasible.

(o) Stormwater entering the Starkey wellfield area will be treated to a higher level, including the use of 14 days residence time stormwater ponds and the use of Low Impact Development techniques throughout the site.

(3) The pre-development hydrologic/hydraulic properties of onsite and offsite wetlands shall not be adversely impacted by development, as defined by the Southwest Florida Water Management District (SWFWMD) rules regulating wetlands. Additionally, the historic average surface water volume discharged from the project shall be maintained. The Applicant/Developer shall develop a detailed hydrologic/hydraulic model, including surface water and groundwater level monitoring, to evaluate the post-development conditions for review and recommendation by Tampa Bay Water (TBW). Prior to approval of the overall stormwater management plan, the Applicant/Developer shall in cooperation with TBW and to the extent

the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater design techniques that achieve this goal. The SWFWMD shall have review and approval authority for the model and stormwater design and the County shall have final review and approval authority for the model and stormwater design.

(4) The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by TBW or SWFWMD or Pasco County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within four feet of the underlying limestone which is part of a groundwater aquifer. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. Applicant's/developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be addressed by the Applicant/Developer prior to development.

(5) A groundwater-quality monitoring program shall be developed in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD and TBW to establish parameters, methodology, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD and TBW and Pasco County for review and approval. The approved groundwater-quality monitoring program shall be instituted before commencement of development begins, as defined in the Pasco County Land Development Code, to provide background data and shall continue to project build-out. If reclaimed water for irrigation purposes is used in the future, any groundwater-monitoring program will 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 violation shall cease until the violation is corrected. Monitoring results shall be reported at least annually or more often as may be required and included in each Biennial Report.

(6) Planning and development of the Bexley Ranch shall conform to the rules adopted by SWFWMD for the Northern Tampa Bay Water Use Caution Area.

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

(8) 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 approved by Pasco County, SWFWMD, FDEP and TBW, and shall be instituted before commencement of development as defined in the Pasco County Land Development Code and continue through build-out of the development. Access to the monitoring sites shall be made available to the agencies above. One of the purposes of these monitoring programs is to ensure no adverse impact to the Starkey or South Pasco Wellfields, which are regionally significant resources. The following parameters shall be included within any required water quality monitoring program:

(a) Sampling locations and specific parameters (including nutrients, pesticides, herbicides, and stormwater parameters), frequency (minimum of twice annually) of monitoring, and reporting shall be subject to Pasco County, FDEP and other appropriate regulatory bodies' approval.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with the EPA/FDEP quality control standards and requirements.

(c) The monitoring results shall be submitted to 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 standards, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. In the event that the specific on-site construction or other on-site activity causing the violation cannot be identified, all construction in the sub-basin shall cease until the activity causing the violation is identified.

(9) Should the Applicant/Developer opt to develop a golf course within Bexley Ranch DRI, as committed the Applicant/Developer shall design, construct, and maintain the golf course in accordance to the principles equal to or exceeding the Audubon Signature Program Gold Standard. In addition to obtaining and maintaining the Audubon Signature Gold Standard, the Applicant/Developer shall:

(a) Use reclaimed water or another alternative source (other than the Floridan aquifer), if available, to irrigate tee areas, fairways, greens, roughs, and common areas within the golf course.

(b) Design the golf course, to the greatest extent possible, to only require the amount of irrigation after grow-in that can be generated by the developer's ultimate wastewater connections, stormwater detention areas, nonpotable water supply wells (if available), and stormwater recharge areas.

d. 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) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and/or floodplain compensation ponds to determine proper development scenarios to protect against potential sinkhole damage.

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

(4) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer shall be prohibited.

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

e. Wetlands

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

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

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

(4) Existing annual hydroperiods, normal pool elevations, 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 the Pasco County Land Development Code policies at the time of this DO approval or 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) The Applicant/Developer shall develop a coordinated mitigation plan that will provide for the replacement of any wetland acreage lost due to impacts including restoration or enhancement of wetlands in accordance with SWFWMD rules.

(7) The wetlands on-site shall be protected from development and buffered by natural habitat, swales and stormwater ponds that are created for stormwater attenuation and treatment. Buffers around on-site wetlands shall be maintained and enhanced with native vegetation where appropriate.

f. Flood Plains/Disaster Preparedness

(1) Elevations for all habitable structures shall be at, or above, the 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.

(3) Compensation for the loss of 100-year flood storage capacity shall be provided in accordance with applicable rules, but shall not be constructed in existing wetlands.

g. 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 other than those previously identified and addressed in the ADA are discovered on-site during project development, the Applicant/Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FFWCC) and implement recommended measures for species protection in accordance with the requirements of Section 68A-27, FAC.

(2) Nuisance and exotic invasive plant species shall be removed from the project site during site development.

(3) The project site excluding the Wildlife Corridor and Greenways may continue to be used for agricultural activities during development, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

(4) Within the building sites, development shall preserve existing on-site native and non-invasive vegetation and plant communities to the greatest extent practicable on a site-by-site basis.

(5) Wildlife Corridor

(a) The Applicant/Developer shall provide a Wildlife Corridor as identified on Map H and having a minimum width of 600 feet (the "Wildlife Corridor"). Wetland creation, floodplain mitigation, and stormwater facilities with the exception of outfall facilities, are not permitted within the Wildlife

Corridor. No development activities except for construction of pedestrian/bicycle/equestrian trails, if approved by Pasco County and other applicable agencies, and structures directly related to animal movement through the corridor shall occur within the Wildlife Corridor. The Developer shall convey a conservation easement in favor of Pasco County in a form acceptable to the Pasco County Attorney's Office for the Wildlife Corridor including all wildlife crossings. Management and maintenance of the Wildlife Corridor consistent with the Habitat Management Plan shall be the responsibility of the CDD or another entity acceptable to Pasco County and the Wildlife Corridor shall be owned by the CDD or another entity acceptable to Pasco County. However, Pasco County retains the authority to assume maintenance responsibility for the Wildlife Corridor. Prior to the first preliminary plan/preliminary site plan application, the Developer shall provide a draft conservation easement and legal description, consistent with Map H, of the Wildlife Corridor to the Pasco County Attorney's Office for its review and approval. Said conservation easement and legal description in the form approved by the Pasco County Attorney's Office and must be recorded by Applicant/Developer of the conservation easement in the Official Records of Pasco County of the Wildlife Corridor and provided to Pasco County prior to preliminary plan/preliminary site plan approval for the 1000th dwelling unit. The Wildlife Corridor shall be depicted as an overlay on all preliminary plan/preliminary site plan and construction plans and any amended MPUD master plans.

(b) There shall be a maximum of two (2) roadway crossings within the Wildlife Corridor as generally depicted on Map H.

(c) The Applicant/Developer shall also comply with Section 8 of this DO for the Wildlife Corridor.

(6) Greenway Corridors

(a) The development's Greenway Corridors as identified on Map H and Table 1 of this DO (hereinafter "Greenway Corridors") shall be limited to recreational and conservation education land uses including picnic shelters and a pedestrian trail system for recreational uses, e.g., walking/jogging, cycling, and rollerblading. The trails will be constructed of asphalt, concrete, wood, or other suitable material. Greenway Corridors shall be maintained for recreational purposes in perpetuity by the CDD(s), or similar entity as may be approved by Pasco County, to allow continued pedestrian access. Under no circumstance shall the Greenway Corridors overlap with the Wildlife Corridor, but such Greenway Corridors may be co-located as such to provide buffering to the wildlife corridor. Wetland mitigation, floodplain mitigation and stormwater facilities shall be permitted within Greenway Corridors.

(b) Revisions to the conceptual locations, alignments, and shapes of the Greenway Corridors and location and number of vehicular crossings within Greenway Corridors as shown on Map H are allowed as long as the continuity of the Greenway Corridors remain viable for open space, and passive and active recreational purposes. Other project development related intrusions into areas designated

as Greenway Corridors shall be permitted provided the overall amount of acreage allocated to Greenway Corridors is not reduced.

(c) Applicant/Developer shall also comply with Section 8 of this DO for the Greenway Corridors.

(7) Suncoast Expressway Scenic Corridor Buffer

A minimum 250-foot buffer shall be provided adjacent to the Suncoast Expressway. Measurement of this 250-foot distance shall be measured from the edge of the project's property line. However, where the generally north/south property line deviates to incorporate stormwater related facility areas, these areas (a total of five (5) areas), which incorporate open space and vegetation, shall count towards meeting the 250-foot buffer requirement.

(8) Habitat Management Plan

A Habitat Management Plan (hereinafter "HMP") shall be prepared and submitted to Pasco County, the FFWCC, and the United States Fish and Wildlife Service (USFWS) as applicable for approval within ninety (90) days of the effective date of this DO. This plan shall be consistent with the commitments made in the ADA and all items listed under Developer Commitments of the TBRPC Final Report concerning protection of listed and other wildlife species and respective habitats and protected wetlands. The HMP shall at a include but not be limited to the following:

(a) Management for specific listed species including but not limited to Florida sandhill crane, southeastern American kestrel, American bald eagle, and Sherman's Fox squirrel.

(i) American bald eagle: All development activities in the primary and secondary protection zones shall be done in accordance with the USFWS Bald Eagle Monitoring Guidelines, USFWS clearance letter, and if required an approved Bald Eagle Management Plan, a copy of which shall be provided to Pasco County prior to preliminary plan/preliminary site plan approval for any development in the primary or secondary zone.

(ii) Indigo Snake: The Applicant/Developer shall develop an indigo snake protection plan, which shall include educational materials to assist workers in correctly identifying the snake and reporting their occurrence to the USFWS.

(b) Provide for the regular monitoring of target wildlife populations.

(c) Shall include specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD, the U.S. Army Corps of Engineers (ACOE) and other regulatory agencies as may be appropriate.

(d) The HMP shall provide for assignment of responsibility for implementation of the HMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

(e) The HMP shall include how nuisance and exotic species will be controlled in both the Wildlife Corridor and Greenway Corridors.

(f) Wildlife Corridor

(i) The HMP shall ensure the preservation of existing on-site native and non-invasive vegetation and plant communities within the Wildlife Corridor.

(ii) The HMP shall ensure that the Wildlife Corridors remain free of structures inhibiting animal migration such as fences and buildings, unless said structure is directly related to animal movement through the corridors or roadway undercrossing systems specifically designed for use by wildlife. All plats containing lots adjacent to Wildlife Corridors and the community's deed restrictions shall include specific language to ensure compliance with this condition and shall be detailed in the HMP.

(iii) Specific scheduling for all activities that are necessary for the management and enhancement of the Wildlife Corridor shall be included in the HMP. At a minimum, the management of the Wildlife Corridor shall include maintenance, monitoring, and other activities necessary to maintain these areas in perpetuity.

(iv) The HMP shall include the design of all wildlife crossings. Wildlife undercrossings will be required where roadways intersect the Wildlife Corridor. All crossings will be designed to facilitate the movement of targeted species. The conceptual design for each crossing will be included in the HMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria or best available design at the time of approval by Pasco County:

1) Undercrossings shall be a minimum of 10 feet in height or no less than 8 feet of clearance and 12 feet in width;

2) Undercrossings shall be above seasonal high water;

3) All undercrossings shall incorporate vegetation extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system thru the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

4) All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.

(g) Greenway Corridors

The HMP shall include a conceptual design, planting scheme and maintenance program for the Greenway Corridors consistent with their respective role in providing pedestrian connectivity throughout the project and complementing the preservation of native vegetation consistent with

the ADA and TBRPC Final Report and this DO. The HMP shall include the design of all pedestrian crossings and undercrossings at Greenway intersections with collector and arterial roads.

(h) The HMP shall require conservation education for the residents and other users of the development. Details, methods, and examples of all educational materials provided to residents and users of Bexley Ranch DRI shall be included and described in the HMP.

(i) An annual update to the HMP shall be submitted to Pasco County and FFWCC and shall be included in the biennial report.

h. Air Quality

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

(2) Prior to preliminary plan/preliminary site plan approval in Phase III of the project, the Applicant/Developer or its successor shall submit an air-quality analysis regarding applicable Phase III 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 for Phase III identifies additional intersection improvements needed to accommodate the impacts of the Bexley Ranch DRI project, DRI-level analysis for potential air-quality impacts shall also be conducted and the results provided to the TBRPC, the FDEP, and the County for review. Any improvements determined necessary to mitigate air-quality impacts shall be included in the DO through an amendment.

i. Land

(1) BMP's, including those identified in the ADA, shall be employed during site preparation and construction to reduce soil erosion and fugitive dust.

(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.

j. 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. The Utilities Service Agreement between Pasco County and the Applicant/Developer shall specify the entity(ies) responsible for maintenance of the water supply system within the project site.

(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 Pasco County Comprehensive Plan

(c) The Applicant/Developer shall encourage the use of high-efficiency, low-volume plumbing fixtures; appliances; and irrigation throughout the project through the establishment of an educational program.

(d) 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.

(e) The Applicant/Developer agrees that the project shall utilize reclaimed water at the time, and to the full extent, that it is made available by Pasco County.

(f) As stated in the ADA, reclaimed water shall be incorporated into the development's Non-Potable Water Plan.

(g) The Applicant/Developer shall obtain verification of adequate water supply availability and service concurrent with the request for specific approval of Phase 3.

(h) Dual lines for irrigation shall be installed in the development during construction unless otherwise established in the Utility Services Agreement between the Applicant/Developer and the County. Reuse connections shall also be metered when they occur.

(i) The local water resources are very limited and every tool available to minimize water demand shall be used. Water-saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.). The Applicant/Developer shall encourage the use of the following at the time of construction:

(i) Low-volume irrigation systems in all nonturf areas and all irrigation (turf and nonturf) in accordance with the irrigation design standards described in Appendix J of the Florida Building Code.

(ii) Common-area laundry rooms versus separate laundry hook-ups in each multifamily unit or require/install low-volume laundry machines and dishwashers where individual hook-ups are allowed.

(iii) Water meters on all irrigation system clocks.

(iv) Individual water meters shall be installed for each housing unit.

(j) Florida-friendly landscaping materials and Xeriscape principles, and water-saving irrigation systems shall be used throughout the development as required by Pasco County code and as described in Appendix J of the Florida Building Code and shall prepare the landscape for more extreme weather conditions. The Applicant shall coordinate with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant material selection, and irrigation system installation.

(k) Conservation education for the residents and other users of the development shall be provided.

(l) Planning and development of the Bexley Ranch DRI shall conform to SWFWMD adopted rules for the Northern Tampa Bay Water Use Caution Area, as applicable. Total water use for the development shall meet the compliance per capita use rate required in the Northern Tampa Bay Water Use Caution Area of 150 gpcd.

(m) As committed, all wastewater flows from the project will be collected and directed to the public, wastewater-treatment plant. Consequently, wastewater shall not be treated on-site or by a private utility, unless approved by Pasco County.

(n) No septic tanks shall be installed on the Bexley Ranch DRI site. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the applicant/developer shall comply with the applicable Florida Department of Health and DEP regulations. These temporary measures shall be abandoned when central sewer becomes available.

(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 LOS for solid-waste collection/disposal below the acceptable LOS 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. Commercial and office tenants shall be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the handling

and disposal of such materials. In the event that businesses using or producing hazardous materials or medical waste locate within the project, these materials shall be handled in a manner consistent with applicable Federal, State, and Local regulations.

(c) 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 Bexley Ranch DRI.

k. 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.

l. Energy

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

(2) All Bexley Ranch 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 non-business hours.

m. Transportation

(1) Proportionate Share: Pursuant to section 163.3180(12) F.S., and RULE 9J-2.045, FAC, the Applicant/Developer's proportionate share contribution for those improvement projects listed in Exhibit G is Seventy Eight Million Eight Hundred Sixty Four Thousand Seven Hundred and Thirty One and

00/100 Dollars (\$78,864,731) (the "Proportionate Share") which is expressed in 2005 dollars (July 2005 Florida Department of Transportation (FDOT) costs set out in Exhibit J). The County and the Applicant/Developer agree that the mitigation for Bexley Ranch DRI Phase 1 and Phase 2 and the satisfaction of the proportionate share obligation shall be the construction of the Pipeline, off-site access related, and on-site access related improvements (the "Required Improvements") as depicted on Exhibit H. Exhibit H depicts the total proportionate share amount as well as credits/deductions from the proportionate share amount for the required transportation improvements. Exhibit I sets forth the deadlines for construction each of the Required Improvements.

(2) Development Agreement: The County and Developer shall enter into a Development Agreement which shall be approved prior to or concurrent with rezoning approval, and such Development Agreement shall set forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Required Improvements. The Development Agreement shall be prepared consistent with Exhibits H and I. In addition, the Development Agreement shall also contain: (a) a schedule for the required pipeline projects (the "Pipeline Projects") to ensure such Pipeline Projects are expeditiously constructed; (b) 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 Required Improvement obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the Required Improvements as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the Required Improvements will be completed in accordance with the applicable schedule; (e) provisions addressing the payment of transportation impact fees and transportation impact fee credits; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the Development Agreement which materially affect the requirements in Subsection (1) above, Exhibit H or Exhibit I, or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the Development Agreement shall not require an NOPC or DO amendment.

(3) All access and intersection improvements, number of access points, spacing, and geometry of access points shown on Map H and Exhibit G attached hereto shall be subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. The Developer shall be responsible for construction of all access improvements for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project except where the Development Agreement provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require

further site access/site-related intersection improvements and site access/site-related improvements. These improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development or creditable against the Pasco County Transportation Impact Fee requirements of the development.

(4) Trip Generation Monitoring

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the DRI entitlements 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 in terms of p.m. peak-hour project trip generation, the Developer shall institute a monitoring program to provide external p.m. peak hour counts and projected counts at the project entrances as set forth below. Monitoring shall continue on an annual basis until project buildout and shall be submitted to Pasco County annually from the date of commencement and shall also be included in the biennial report. Each monitoring event shall be conducted within a six (6) month period from the due date for each biennial report to ensure that the counts are relatively current.

(b) The monitoring program shall consist of weekday p.m. peak hour directional counts from 4:00 to 6:00 p.m., with subtotals at fifteen (15) minute increments, at all project driveways. The sum of the project trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minute totals will be summed to determine the project's total p.m. peak hour traffic volume. This total will include net external trips, diverted trips, and pass-by trips, and pass-by diverted trips. For Phases I and II (cumulative) the total p.m. peak hour project trips at the project entrance driveways was estimated to be 6,377 (3538 inbound, 2839 outbound), which included 262 pass-by and 560 internal trips.

(c) If monitoring results demonstrate that the project is generating more than five (5) percent above the number of trips estimated in the original analysis (as stated above) or a traffic monitoring annual report is 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 may amend the DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

(d) The results of each monitoring report shall be submitted to Pasco County, TBRPC, and FDOT.

(5) Substandard Roads

The Applicant/Developer shall repave Tower Road with Twenty Four (24) feet of pavement or other pavement width as may be approved by DRC from Drexel Road to U.S. 41, including any design, regulatory permits as applicable, construction and right-of-way acquisition needed for such re-pavement and for any drainage of other improvements needed for such re-pavement.

This improvement shall be completed in accordance with Exhibit I.

(6) Public Transit

The Developer shall comply with the County and the Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses, and bus stops proposed to service the project, including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping and placement as required by the County or PCPT. The developer shall submit the detailed description of the overall transit accommodation plan to Pasco County Growth Management Department for review and Development Review Committee approval prior to preliminary plan/preliminary site plan submittal of the first unit or phase within the development. Approval of the detailed description of the overall transit accommodations plan is subject to PCPT review and approval, in accordance with the PCPT Transit Infrastructure Guidelines (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The Developer shall include and show on any preliminary plan/preliminary site plan submittal the DRC approved transit accommodations facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit accommodations facilities construction is approved with the overall transit accommodations plan. The Applicant/Developer and/or their successors agree to maintain the transit accommodations facilities in good working condition as determined by PCPT, and further agree to assume all liability, including obtaining additional insurance if necessary, for the transit accommodations facilities. The Applicant/Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, access to such facilities.

(7) Transportation System Management (TSM)

In the first year following the issuance of a Certificate of Occupancy (CO) 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.

(8) Internal Road Network

Approval of this DO and Map H shall not constitute County determination of compliance with the County's arterial and collector spacing and design standards which determination shall be made at the time of rezoning and/or preliminary plan/preliminary site plan approval. Additions or minor modifications to the internal road network may be needed to comply with the aforementioned standards. Such additions or minor modifications shall not require an amendment to Map H.

o. Educational Facilities

(1) The Applicant/Developer shall comply with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

(2) The Applicant/Developer shall convey at no cost to the District School Board of Pasco County (the "School District") real property for two (2) school sites.

(a) The first site shall accommodate a combined elementary/middle school campus as generally depicted on Map H and as specifically approved by the School District. This site shall not abut Sunlake Boulevard and shall be accessed via the east/west internal roadway as depicted on Map H or other roadway other than Sunlake Boulevard as may be approved by the County and the School District. This site shall be a minimum of thirty-five (35) acres of contiguous developable uplands if the Applicant/Developer provides the combined school site stormwater outside of the thirty-five (35) acre site and the Applicant/Developer assumes responsibility for construction and maintenance of stormwater management/drainage for the site, or forty-five (45) acres of contiguous developable uplands if stormwater is to be accommodated on the school site. Within 30 days of written request by the School District, the school site shall be conveyed to the School District and the Applicant/Developer shall provide the School District a legal description, sketch, and all other conveyance documents as required by the School District for such school site. The Applicant/Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to the school site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to April 11th, 2009 or prior to the first record plat for the 1000th dwelling unit, whichever occurs first unless otherwise approved by the DRC and the School District no later than April 11, 2008. In addition, the Applicant/Developer shall mitigate any isolated wetlands located with the school site boundaries off site prior to April 11th, 2009 or prior to the first record plat for the 1000th dwelling unit, whichever occurs first unless otherwise approved by the DRC and the School District no later than April 11, 2008. To the extent necessary, the School District shall provide all necessary consents, easements, approvals, or other permit applications requested by developer that are necessary for developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the District, be free and clear of all liens, be exempt from boundaries of all special districts, and be exempt from all covenants and deed restrictions.

(b) The second site shall accommodate an elementary school as generally depicted on Map H and as specifically approved by the School District. This site shall be a minimum of fifteen (15) acres of contiguous developable uplands if the Applicant/Developer provides the school site stormwater outside of the fifteen (15) acre site and the Applicant/Developer assumes responsibility for construction and maintenance of such stormwater management/drainage for the site or twenty two (22) acres of contiguous

developable uplands if stormwater is to be accommodated on the school site. Within 30 days of written request by the School District, the school site shall be conveyed to the School District and the Applicant/Developer shall provide the School District a legal description, sketch, and all other conveyance documents as required by the School District for such school site. The Applicant/Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to the school site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to the first record plat for the 3690th dwelling unit. In addition, the Applicant/Developer shall mitigate any isolated wetlands located with the school site boundaries off site prior to the first record plat for the 3690th dwelling unit. To the extent necessary, School District shall provide all necessary consents, easements, approvals, or other permit applications requested by developer that are necessary for developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the School District, be free and clear of all liens, be exempt from boundaries of all special districts, and be exempt from all covenants and deed restrictions.

(c) If a roadway conveyance or if either foregoing school site conveyance creates a strip of land between the proposed access roads and either foregoing school site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to the School District.

(d) Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances. Landscape buffers shall be provided along all collector roadways in accordance with the Pasco County Land Development Code, as amended. The landscaping and maintenance of all roadway buffers pursuant to this section shall be the responsibility of the Applicant/Developer, HOA, CDD, or other entity approved by the School District and the School District must approve landscape design of all buffers pursuant to this section prior to construction.

(e) The Applicant/Developer shall receive School Impact Fee Credit for the foregoing conveyances in the amount of 115% of the Pasco County Property Appraiser value at the time of conveyance and which shall not exceed Twenty Five Thousand and 00/100 Dollars (\$25,000) per upland acre actually conveyed to the School District. School Impact Fee Credits shall not begin to accrue until such conveyance is complete.

p. Open Space

(1) The Applicant/Developer shall comply with the provisions of Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County Commissioners on January

29, 2002, and the Neighborhood Parks Ordinance, No. 02-26, as amended.

(2) Within 30 days of written request by Pasco County, the Applicant/Developer shall convey at no cost to Pasco County a District Park Site comprising a minimum of 80 contiguous, developable, upland acres co-located with the combined Elementary/Middle School Site. Such location shall be as generally depicted on Map H and as specifically approved by Pasco County and such conveyance shall be eligible for credits in accordance with the Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County Commissioners on January 29, 2002. The Applicant/Developer shall receive Park Impact Fee Credit in the amount of 115% of the Pasco County Property Appraiser value at the time of conveyance and which shall not exceed Twenty Five Thousand and 00/100 Dollars (\$25,000) per upland acre actually conveyed to Pasco County. Park Impact Fee Credits shall not begin to accrue until such conveyance is complete. All conveyances pursuant to this section shall be in accordance with Section 5(u)(3) of this DO. These requirements shall not affect any obligations of the Project relating to neighborhood parks, or any obligation of the Project to pay applicable Parks and Recreation Impact fees if no credit is available pursuant to this Section 5.p and the Parks and Recreation Impact Fee Ordinance. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the 80 contiguous, developable, upland acres. Landscape buffers shall be provided along all collector roadways in accordance with the Pasco County Land Development Code, as amended. The landscaping and maintenance of all roadway buffers pursuant to this section shall be the responsibility of the Applicant/Developer, HOA, CDD, or other entity approved by Pasco County and Pasco County must approve landscape design of all buffers pursuant to this section prior to construction.

(3) If a roadway conveyance or the District Park conveyance creates a strip of land between the proposed access roads and the District Park site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County.

(4) The Applicant/Developer shall co-locate a Neighborhood Park with the Elementary School described in Section 5(o)(2)(b) above. The location of such park shall be subject to approval by Pasco County and shall be in accordance with the Neighborhood Parks Ordinance, No. 02-26, as amended.

(5) The Applicant/Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to the District Park site, and all such connections shall be brought to the physical boundaries of said site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to the platting of the 1000th residential unit or April 11, 2009 whichever occurs first unless otherwise approved by the DRC no later than April 11th, 2008. In addition, the Applicant/Developer shall mitigate any isolated wetlands located within

the park boundaries off site prior to the platting of the 1000th residential unit or April 11, 2009 whichever occurs first unless otherwise approved by the DRC no later than April 11th, 2008. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by the Applicant/Developer that are necessary for the Applicant/Developer to provide such roads, utilities, and mitigation.

(6) Trails in the Greenway Corridor may connect to the Suncoast Parkway Trail and the Starkey Wilderness Preserve at an existing underpass of the Suncoast Parkway, if approved by Pasco County and appropriate permitting agencies. Any such connection shall not violate any previous Suncoast Parkway permits with environmental regulatory agencies and such connection shall be made in accordance with the Memorandum of Understanding between Pasco County and FDOT, approved on February 10, 1998. Any such connection shall comply with the connection standards set by the Suncoast Trail Advisory (Management) Group (STAG), which includes Pasco County Parks and Recreation, along with the applicable permitting agencies.

q. Health Care/Police/Fire

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

(2) Bexley Ranch DRI shall be constructed to meet or exceed State and local fire codes and regulations. Prior to the issuance of Building Permits, the Developer shall provide assurance that the buildings (excluding residential or other buildings not otherwise required to be sprinklered will be supplied with sprinkler systems and that functioning fire hydrants in sufficient number and appropriate locations to accommodate the firefighting operations will be provided.

(3) Fire Wise principles such as clearing around houses and structures, carefully spacing trees, and maintaining irrigation systems, shall be used in Bexley Ranch.

(4) The Applicant/Developer shall coordinate with the Institute for Business and Home Safety (IBHS) and the Pasco County Emergency Management Department to determine the feasibility of incorporating fire and wind-resistant "fortified" design criteria into the commercial and office facilities.

r. Libraries

(1) The Applicant/Developer shall convey to the County a library site within the Town Center that can accommodate a 10,000 square foot building footprint and adequate space to provide parking and up to 20,000 square feet of library facility in the event of future expansion. Parking lot sharing with neighboring facilities shall be at the option of the County and shall not occur unless approved by Pasco County. In the event that the Pasco County Development Review Committee (DRC) agrees that the library site can be provided outside of the Town Center, the Applicant/Developer shall convey five (5) contiguous

developable upland acres within 400 feet of either Tower Road or Sunlake Boulevard in a specific location determined by DRC. If a roadway conveyance or the library site conveyance creates a strip of land between the proposed access roads and the library site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to the County.

(2) If such library shall be constructed within the Town Center, said library shall be designed and constructed in accordance with TND architectural standards and the TND ordinance. All increased costs to design and construct said library to comply with TND standards shall be the responsibility of the Applicant/Developer and shall be paid within sixty (60) days of written County request which shall include written documentation or receipts of the increased costs.

(3) The Applicant/Developer shall provide at its sole expense the following prior to the first record plat of the 2450th dwelling unit or prior to the first record plat for any development within the Town Center:

(a) Road access to the site which shall be no less than a two-lane road designed and paved in accordance with the applicable County standards, the location of which shall be subject to approval by the County, and all necessary intersection improvements.

(b) Infrastructure for stormwater and utilities including but not limited to water, sewer, electric, cable and telephone to the proposed site.

(4) The Applicant/Developer shall receive Library Impact Fee Credit in the amount of 115% of the Pasco County Property Appraiser value at the time of conveyance and which shall not exceed twenty-five thousand and 00/100 dollars (\$25,000.00) per upland acre actually conveyed to Pasco County. Library Impact Fee Credits shall not begin to accrue until such conveyance is complete.

(5) Conveyance of the library site shall occur within 120 days of written notice by the County or prior to the first record plat of the 2450th dwelling unit or prior to the first record plat or construction plan approval for any development within the Town Center, whichever occurs first. Such conveyance shall be subject to Section 5(u)(3) of this DO.

s. 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. The Applicant/Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone (HVZ) and for New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

t. Housing

The Applicant/Developer has completed an Affordable Housing Analysis for the nonresidential component of Bexley Ranch DRI and determined that the existing housing supply is adequate to

meet the anticipated demand for very low-, low-, and moderate-income housing units.

u. General Conditions

(1) Any outstanding amount for initial review by the TBRPC shall be paid within thirty (30) days after a detailed billing in accordance with the rule. 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.

(2) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this DO, the Applicant/Developer shall, subject to the approval by the County and TBRPC, designate the successor entity to be responsible for preparation of the biennial report

(3) All conveyance required pursuant to this DRI/DO shall be in a form acceptable to the Pasco County Real Estate Division, free and clear of all liens, excluded from the boundaries of all special districts, and exempt from all covenants and deed restrictions.

(4) If there is an internal conflict between provision(s) of this DO, then the more stringent provision(s) shall prevail.

(5) 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).

(6) Should development significantly depart from the parameters set forth in the ADA to an extent that such departure or change creates a reasonable likelihood of additional regional impact, or creates any type of regional impact not previously reviewed by the regional planning agency, the project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

(7) Approval of this development shall require that all of the Developer's commitments set forth in Exhibit D be honored, except as they may be superseded by specific terms of the DO.

v. Procedures

(1) Biennial Reports

(a) Monitoring of Bexley Ranch DRI by the County shall be the responsibility of the County Administrator or his designee.

(b) 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 Section 9J-2025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) 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 on-going 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.

(d) In addition to the required elements of the biennial report, the Applicant/Developer shall include:

i. The cumulative number of units developed through the land use tradeoff mechanism.

ii. The cumulative number of units (dwelling units by type, square feet of retail, etc.) with site plan approval (preliminary plan, construction plan, and site plan), final plat approval, and Cos.

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels)

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

vi. All applicable monitoring reports as identified in this DO for ground water, storm water, transportation, and environmental issues.

(2) Amendments/Substantial Deviations

(a) Proposed changes to this DO are subject to review pursuant to the provisions of Section 380.069(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, FDCA, and Pasco County.

(3) 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 DO, the Notice of Adoption and an additional original executed Notice of Adoption to the Pasco County Growth Management Department. The Pasco County Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

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

(4) Severability

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

DONE AND RESOLVED this 28th day of March 2006.



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

[Signature]
JED PITTMAN, CLERK

[Signature]
STEVE SIMON, CHAIRMAN

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

APPROVED
MAR 28 2006

[Signature]
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 69 OF 69 PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 3-31-06

JED PITTMAN, CLERK TO THE BOARD
BY [Signature] D.C.

EXHIBITS

- A. Application (ADA* and 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. Proportionate Share Calculation – Roadway Improvements and Intersection Improvements
- H. Transportation Impact Table
- I. Transportation Impact Chronology Table
- J. July 2005 FDOT Costs

* Incorporated by reference only

EXHIBIT A

ADA AND SUFFICIENCY RESPONSES

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

EXHIBIT B

TBRPC DRI FINAL REPORT

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

EXHIBIT C

LEGAL DESCRIPTION

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT C

LEGAL DESCRIPTION

PARCEL I

LANDS COMPUTED OR CALCULATED BY ACREAGE OR LAND AREA, THE NORTH LINE OF WHICH RUNS IN AN EAST-WEST DIRECTION PARALLEL TO THE NORTH BOUNDARY OF TOWNSHIP 26 SOUTH RANGE IS 18 EAST, PASCO COUNTY, FLORIDA, AND ALL LYING AND BEING IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA:

SECTION 3: THAT PART OF THE NW 1/4 OF NW 1/4 AND THAT PART OF THE SE 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY, AND THE SW 1/4 OF NW 1/4, THE SW 1/4, THE W 1/2 OF SE 1/4, AND THE SE 1/4 OF SE 1/4.

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: ALL

SECTION 10: ALL

SECTION 11: THAT PART OF THE SW 1/4 OF NW 1/4 LYING WEST OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY SEABOARD AIR LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHWEST-SOUTHEAST DIRECTION ACROSS THE LAND, AND THE SW 1/4 LESS THAT PART THEREOF LYING SOUTHEASTERLY OF THE SEABOARD COAST LINE RAILROAD COMPANY (FORMERLY ATLANTIC COAST LINE RAILROAD COMPANY) RIGHT-OF-WAY RUNNING IN A NORTHEAST-SOUTHWEST DIRECTION ACROSS THE LAND.

SECTION 15: THAT PART OF THE W 3/4 LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 16: ALL.

SECTION 17: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 18: ALL.

SECTION 19: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

SECTION 20: ALL THAT PART LYING NORTH OF THE SEABOARD COAST LINE RAILROAD COMPANY RIGHT-OF-WAY.

PARCEL II

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, BEING A PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT- OF-WAY, LOCATED IN THE NE 1/4 AND W 1/2 OF SECTION 15, SECTION 16, THE SE 1/4 OF SECTION 17 AND THE NE 1/4 OF SECTION 20, ALL IN TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, EXTENDING SOUTHWESTERLY FROM A POINT OF BEGINNING LOCATED IN SAID SECTION 15 AT THE INTERSECTION OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND THE CENTER LINE OF TOWER ROAD ACROSS A PORTION OF SAID SECTION 15, SAID SECTION 16, THE SE 1/4 OF SAID SECTION 17, AND THE NE 1/4 OF SAID SECTION 20, AND TERMINATING AT A POINT ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20 AT A POINT 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20, INCLUDING ALL OF THE SAID SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY EXTENDING FROM SAID POINT OF BEGINNING TO THE POINT OF TERMINATION THEREOF, INCLUDING ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY CONVEYED HEREBY IS FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT A POINT AN THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, WHICH POINT LIES 260.4 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 15; RUN THENCE ON A TANGENT BEARING SOUTH 38 DEGREES 33 MINUTES WEST FOR A DISTANCE OF 1,237.2 FEET TO THE POINT OF CURVATURE OF A 3 DEGREE CURVE; THENCE ON A DEGREE CURVE TO THE RIGHT A DISTANCE OF 1,031.1 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE AN A TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 135 FEET, MORE OR LESS, TO INTERSECT THE CENTER LINE OF TOWER ROAD, WHICH POINT IS THE POINT OF BEGINNING OF THIS CENTER LINE DESCRIPTION; CONTINUE THENCE ON SAID TANGENT BEARING SOUTH 69 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 3,556 FEET TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF SAID SECTION 15, ALSO BEING THE EAST BOUNDARY LINE OF SECTION 16 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ACROSS SAID SECTION 16 A DISTANCE OF 5,601.5 FEET TO INTERSECT THE WEST BOUNDARY LINE OF SAID SECTION 16, ALSO THE EAST BOUNDARY LINE OF SAID SECTION 17 IN SAID TOWNSHIP AND RANGE, AT A POINT 543.9 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 17; RUN THENCE ON A TANGENT BEARING SOUTH 69 DEGREES 30 MINUTES WEST FOR A DISTANCE OF 1,534.1 FEET TO THE POINT OF CURVATURE OF A 30 MINUTES CURVE, THENCE ON A 30 MINUTES CURVE TO THE RIGHT FOR A DISTANCE OF 39.6 FEET TO THE SOUTH BOUNDARY LINE OF THE ABOVE-DESCRIBED SECTION 17, ALSO BEING THE NORTH BOUNDARY LINE OF SECTION 20 IN SAID TOWNSHIP AND RANGE; CONTINUE THENCE ON SAID 30 MINUTES CURVE TO THE RIGHT A DISTANCE OF 460.4 FEET TO THE POINT OF TANGENCY OF THE ABOVE-DESCRIBED CURVE; THENCE ON A TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 760 FEET, MORE OR LESS, TO A POINT LOCATED ON THE WEST BOUNDARY LINE OF THE NE 1/4 OF SAID SECTION 20, WHICH POINT LIES 400 FEET, MORE OR LESS, SOUTH OF THE QUARTER SECTION POST ON THE NORTH BOUNDARY LINE OF SAID SECTION 20 AND IS THE POINT OF TERMINATION OF THIS CENTER LINE DESCRIPTION.

THE PORTION OF SAID RIGHT-OF-WAY LOCATED WITHIN SAID SECTIONS 15, 17 AND 20 IS 120 FEET IN WIDTH LYING 60 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY AND WAS ACQUIRED BY THE ORANGE BELT RAILWAY COMPANY, A FLORIDA CORPORATION, BY DEED DATED JUNE 13, 1890, AND RECORDED FEBRUARY 18, 1891, IN DEED BOOK 9, PAGE 592, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE PORTION OF SAID RIGHT-OF-WAY LYING WITHIN SAID SECTION 16 IS 200 FEET IN WIDTH, LYING 100 FEET ON EITHER SIDE OF THE CENTER LINE OF SAID RIGHT-OF-WAY.

PARCEL III

A PARCEL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER 120 FOOT WIDE RIGHT-OF-WAY, BEING PART OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER TRILBY TO ST. PETERSBURG MAIN TRACT RIGHT-OF-WAY, LOCATED IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, LYING 60 FEET EACH SIDE OF THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER MAIN TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 AND THE CENTER LINE OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS 1,238.8 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 19; THENCE EXTEND SOUTHWESTERLY ALONG SAID CENTER LINE ON TANGENT BEARING SOUTH 72 DEGREES WEST FOR A DISTANCE OF 5,603.7 FEET TO THE WEST BOUNDARY LINE OF SAID SECTION 19, INCLUDING ALL OF SEABOARD SYSTEM RAILROAD, INC.'S FORMER RIGHT-OF-WAY IN SAID SECTION 19 AND ALL RIGHT, TITLE OR INTEREST IN SAID FORMER RIGHT-OF-WAY OBTAINED BY SEABOARD SYSTEM RAILROAD, INC. BY GRANT, CONVEYANCE OR POSSESSION.

LESS AND EXCEPT, HOWEVER, THAT PORTION OF SAID FORMER RIGHT-OF-WAY THAT EXTENDS FROM THE WEST BOUNDARY OF SAID SECTION 19 A DISTANCE OF 833.36 FEET INTO SAID SECTION 19.

LESS RIGHTS OF WAY IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 303, PAGE 18, OFFICIAL RECORDS BOOK 3444, PAGE 936, RE-RECORDED IN OFFICIAL RECORDS BOOK 3448, PAGE 390, OFFICIAL RECORDS BOOK 3444, PAGE 1027, OFFICIAL RECORDS BOOK 3444, PAGE 1030, OFFICIAL RECORDS BOOK 3832, PAGE 1936 AND OFFICIAL RECORDS BOOK 3832, PAGE 1943

PARCELS I, II AND III BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, SOUTH 89°41'26" EAST, A DISTANCE OF 554.53 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 589, SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID NORTH BOUNDARY LINE, SOUTH 67°44'00" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 422.49 FEET; THENCE CONTINUE ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING TWENTY-SIX (26) DESCRIBED COURSES: (1) SOUTH 02°48'31" EAST, A DISTANCE OF 460.31 FEET; (2) THENCE SOUTH 67°16'54" WEST, A DISTANCE OF 388.09 FEET; (3) THENCE SOUTH 07°51'14" EAST, A DISTANCE OF 502.99 FEET; (4) THENCE SOUTH 05°51'10" EAST, A DISTANCE OF 601.76 FEET; (5) THENCE SOUTH 32°36'03" EAST, A DISTANCE OF 537.76 FEET; (6) THENCE SOUTH 00°10'35" WEST, A DISTANCE OF 721.22 FEET; (7) THENCE NORTH 88°57'06" WEST, A DISTANCE OF 379.81 FEET; (8) THENCE SOUTH 07°53'48" WEST, A DISTANCE OF 1319.98 FEET; (9) THENCE SOUTH 04°05'08" WEST, A DISTANCE OF 1249.46 FEET; (10) THENCE SOUTH 41°54'14" EAST, A DISTANCE OF 939.86 FEET; (11) THENCE SOUTH 08°09'14" WEST, A DISTANCE OF 155.34 FEET; (12) THENCE NORTH 89°25'37" WEST, A DISTANCE OF 189.75 FEET; (13) THENCE NORTH 44°47'10" WEST, A DISTANCE OF 335.43 FEET; (14) THENCE NORTH 18°21'41" WEST, A DISTANCE OF 251.24 FEET; (15) THENCE NORTH 64°51'52" WEST, A DISTANCE OF 125.07 FEET; (16) THENCE SOUTH 01°12'17" WEST, A DISTANCE OF 587.23 FEET; (17) THENCE SOUTH 00°24'38" WEST, A DISTANCE OF 2907.58 FEET; (18) THENCE SOUTH 89°36'55" EAST, A DISTANCE OF 174.85 FEET; (19) THENCE SOUTH 76°25'46" EAST, A DISTANCE OF 395.64 FEET; (20) THENCE SOUTH 15°29'58" EAST, A DISTANCE OF 218.56 FEET; (21) THENCE SOUTH 76°54'03" WEST, A DISTANCE OF 637.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS 22718.31 FEET AND A CENTRAL ANGLE

OF 05°52'02"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2326.45 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 02°47'01" EAST AND A CHORD DISTANCE OF 2325.44 FEET, TO A POINT OF TANGENCY; (22) THENCE SOUTH 05°42'50" EAST, A DISTANCE OF 853.06 FEET; (23) THENCE NORTH 81°15'47" EAST, A DISTANCE OF 380.74 FEET; (24) THENCE SOUTH 09°16'45" EAST, A DISTANCE OF 320.42 FEET; (25) THENCE SOUTH 55°26'34" WEST, A DISTANCE OF 456.61 FEET; (26) THENCE SOUTH 05°42'09" EAST, A DISTANCE OF 4770.05 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, NORTH 72°55'48" EAST, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 4367.88 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 19 AND 20, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 00°36'15" E, ALONG SAID COMMON BOUNDARY, A DISTANCE OF 125.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID COMMON BOUNDARY, NORTH 72°55'48" E, ALONG SAID NORTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 2764.66 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 20; THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°28'44" W, ALONG SAID WEST BOUNDARY, A DISTANCE OF 125.86 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD RIGHT OF WAY, NOW ABANDONED; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 72°55'48" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 789.10 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 11519.19 FEET AND A CENTRAL ANGLE OF 02°29'11"; THENCE EASTERLY, ALONG THE ARC OF THE SAID CURVE AND SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 499.91 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 71°40'24" EAST AND A CHORD DISTANCE OF 499.87 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 70°25'48" EAST A DISTANCE OF 1506.91 FEET TO A POINT OF INTERSECTION WITH THE COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, SOUTH 00°14'58" W, ALONG SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, A DISTANCE OF 480.61 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 17, SOUTH 89°24'20" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 16, A DISTANCE OF 2633.41 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, SOUTH 89°24'34" EAST A DISTANCE OF 2633.41 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 16 AND 21, NORTH 00°19'39" E, ALONG THE COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, TOWNSHIP 26 SOUTH, RANGE 18 EAST, A DISTANCE OF 2413.37 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY ABANDONED RIGHT OF WAY LINE OF THE FORMER SEABOARD COAST LINE RAILROAD; THENCE DEPARTING SAID COMMON BOUNDARY BETWEEN SECTIONS 15 AND 16, NORTH 70°24'57" E, ALONG SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, A DISTANCE OF 3594.07 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY ABANDONED RIGHT OF WAY LINE, NORTH 19°39'57" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 149.58 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 70°20'04" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, A DISTANCE OF 141.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1075.00 FEET AND A CENTRAL ANGLE OF 03°28'49"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 65.30 FEET, SAID

CURVE HAVING A CHORD BEARING OF NORTH 68°35'39" EAST AND A CHORD DISTANCE OF 65.29 FEET TO A POINT OF A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1820.08 FEET AND A CENTRAL ANGLE OF 12°47'27"; (2) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 405.26 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 61°16'52" EAST AND A CHORD DISTANCE OF 404.42 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 28°57'24"; (3) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 118.77 FEET; SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 40°25'27" EAST AND A CHORD DISTANCE OF 117.51 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 25°56'45" EAST, A DISTANCE OF 32.34 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 09°06'56"; (5) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 42.16 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 30°30'13" EAST AND A CHORD DISTANCE OF 42.12 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE NORTHEAST 1/4 THE NORTHEAST 1/4 OF THE AFORESAID SECTION 15; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 00°17'56" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1049.92 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 THE NORTHEAST 1/4 OF SECTION 15; THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°31'35" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 787.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE AFORESAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, SAID NON-TANGENT CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 07°27'23"; THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID NON-TANGENT CURVE, A DISTANCE OF 81.34 FEET, SAID NON-TANGENT CURVE HAVING A CHORD BEARING OF NORTH 28°49'33" EAST AND A CHORD DISTANCE OF 81.28 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 15°58'35"; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) NORTHEASTERLY, ALONG THE ARC OF THE SAID REVERSE CURVE, A DISTANCE OF 160.33 FEET, SAID REVERSE CURVE HAVING A CHORD BEARING OF NORTH 33°05'09" EAST AND A CHORD DISTANCE OF 159.81 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 36°20'38"; (2) THENCE EASTERLY, ALONG THE ARC OF THE SAID COMPOUND CURVE, A DISTANCE OF 161.75 FEET, SAID COMPOUND CURVE HAVING A CHORD BEARING OF NORTH 59°14'46" EAST AND A CHORD DISTANCE OF 159.05 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 77°25'05" EAST, A DISTANCE OF 109.11 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 37°56'16"; (4) THENCE NORTHEASTERLY, ALONG THE ARC OF THE SAID CURVE, A DISTANCE OF 148.98 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 58°26'57" EAST AND A CHORD DISTANCE OF 146.27 FEET TO A POINT OF TANGENCY; (5) THENCE NORTH 39°28'48" EAST, A DISTANCE OF 1933.55 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF TOWER ROAD, NORTH 34°56'51" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, A DISTANCE OF 10510.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°59'32" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 445.97 FEET TO THE COMMON CORNER BETWEEN SECTIONS 3 AND 4, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 4, NORTH 89°41'33" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'19" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 5, NORTH 89°41'05" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTH 1/4

CORNER OF SAID SECTION 5; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°40'50" WEST, A DISTANCE OF 2644.67 FEET TO THE COMMON CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 26 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 6, NORTH 89°39'11" WEST, A DISTANCE OF 11.46 FEET TO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 18 EAST; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST A DISTANCE OF 2632.87 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'08" WEST, A DISTANCE OF 14.34 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, NORTH 89°41'26" WEST A DISTANCE OF 2075.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 6871.239 ACRES OF LAND, MORE OR LESS.

EXHIBIT D

DEVELOPER'S COMMITMENTS

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT D

DEVELOPER'S COMMITMENTS

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), or the Third Sufficiency Response (SR3):

GENERAL

1. *A Town Center [Village Center] will be located on the south central portion of the Project that will provide additional housing options, employment and shopping opportunities. (ADA/Page 10.2)*
2. *The core of the Town Center [Village Center] will be surrounded by pedestrian friendly neighborhoods of detached single-family residences on smaller lots, referred to as Traditional Neighborhood Design (TND). (ADA/Page 10.3)*
3. *The Town Center [Village Center] will also incorporate a large lake directly adjacent to the core which will provide a place for sidewalk cafes and pedestrian interaction with the non-residential uses. (ADA/Page 10.4)*
4. *The greenway corridors include connected wetland systems, significant forested areas, and passive open spaces, linking sensitive environmental areas and providing opportunities for conservation, wildlife movement and recreation. In total, the greenways will encompass approximately 1,666 acres, 24 percent of the Project's total area. The greenway system will include an estimated 909 acres of wetlands and 757 acres of uplands. The Project's greenways will be connected, through a trailhead at the Anclote River/Suncoast Parkway underpass, to the extensive conservation and recreation area of the Starkey Preserve Wilderness Area. This will include connection to the Suncoast Trail, a pedestrian and bicycle trail located adjacent to, and west of, the parkway. (ADA/Page 10.4)*
5. *Pocket parks will be constructed in residential areas to serve the needs of the residences. (ADA/Page 10.11)*
6. *The development will increase the supply of safe, affordable and sanitary housing in the region. (ADA/Page 10.12)*
7. *Access to greenway systems on site will be provided for the public. (ADA/Page 10.15)*
8. *The choice of which (elementary) school will be constructed will be determined by future negotiations with the Pasco County School Board. (SR1/Page 10.1)*
9. *The proposed Project includes a bicycle/pedestrian system which will link elementary and middle school sites, neighborhood and community parks, and residential areas. A greenway*

Bexley Ranch - Developer Commitments

and bicycle/pedestrian system will also link the residential areas to the Town Center [Village Center] and the other commercial/office sites within the Project. (SR1/Page 10.4)

10. *The applicant will make every reasonable effort to conclude the [reclaimed water source] agreement prior to the issuance of the Development Order. (SR2/Page 10.8)*
11. *The Developer is committed to developing a high quality community, that may include a golf course, that adheres to the principles of the [Audubon Signature] Gold Program: wildlife conservation and habitat enhancement; waste reduction and management; energy efficiency; water conservation; water quality management; and Integrated Pest Management (where appropriate). (SR2/Page 10.8)*
12. *The recommendation for surface and groundwater analysis prior to any construction activity... is assumed to be a proposed requirement of the development order. (SR2/Page 10.10)*

VEGETATION, WILDLIFE AND WETLANDS

1. *The vast majority of wetlands will be preserved with the greenway system or otherwise not be impacted. (ADA/Page 10.10)*
2. *The vast majority of the on-site wetland system associated with the Anclote River and Sandy Branch, including mixed wetland forest, cypress stands, swamps and marshes of Bexley Ranch will be protected and maintained, thus preserving the functioning of these natural systems. (ADA/Page 10.13)*
3. *On-site wetlands will be retained in their natural state or enhanced. (ADA/Page 10.15)*
4. *A total of approximately 2,600 acres will remain in wetland and upland preservation, conservation and open space area following development. (ADA/Page 12.5)*
5. *A series of measures is being proposed to protect listed (and non-listed) wildlife that use the site. These include the following:*
 - a. *Maintenance of a greenway corridor centered on the Anclote River and adjacent hardwood hammocks.*
 - b. *Preservation of larger, deeper marshes.*
 - c. *Preservation of major wetland systems and creation of greenways along drainages.*
 - d. *Improvement of hydrologic conditions conducive to colonization of shrubby areas as colonial nesting sites.*
 - e. *Preservation of xeric habitat along the north boundary west of the Anclote River.*
 - f. *Preservation of wetlands, including the wetland containing *Litsea aestivalis*.*
 - g. *Preservation of low hammock/wetland areas and trapping/removal of feral hogs.*
 - h. *Relocation of species, such as the gopher tortoise or pine lily, to suitable on-site habitats that will remain after development. (ADA/Page 12.27)*

Bexley Ranch - Developer Commitments

6. *Existing hydroperiods and SHWLs in preserved wetlands will be sustained through various means including maintaining existing hydrologic connections, enhancing or restoring historical connections where possible, and setting the control elevations of the Project's surface water management systems at levels that will maintain or enhance the wetland hydrology. (ADA/Page 13.15)*
7. *Mitigation areas will be protected with appropriate conservation easements. (ADA/Page 13.16)*
8. *The applicant will be developing a coordinated mitigation plan that will provide at least 1:1 replacement of any wetland acreage lost due to impacts, plus restoration or enhancement of additional wetlands. (ADA/Page 13.19)*
9. *The trails will be designed to avoid sensitive environmental areas (uplands and wetlands). They will be located on uplands and will only impact wetlands at necessary crossing points. Wetland impacts at crossings will be avoided/minimized as much as practical. (SR1/Page 10.5)*
10. *After buildout, small areas now classified as pine plantation and pine regeneration will be located within the Greenways Corridors. They will not be managed for lumber or pulp production. (SR1/Page 10.5)*
11. *The current grazing intensity is one unit (cow and calf) per 5 acres. No new areas of pasture will be created and there will be no increase in grazing intensity. No new areas will be opened for silviculture activities. (SR1/Page 10.6)*
12. *The Bexley Ranch project will preserve approximately 1,666 acres within the greenway corridors. Appropriate portions of these areas will be protected through conservation easements. (SR1/Page 10.7)*
13. *Appropriate spacing of ponds from natural wetlands, not excavating through confinement layers, setting control structures to control rates of water release and pool elevations, selective lining of ponds that would otherwise de-water wetlands are some of the methods that will be used to protect wetland water levels. (SR1/Page 10.8)*
14. *Regionally-significant upland habitat will be protected by inclusion within the greenway corridor system. Of the approximately 1,553 acres of uplands currently on the site, other than improved pasture, approximately 525 acres (33 percent) will be preserved after development. The vast majority of these areas will be located within the greenway corridors. In total, the greenway corridors will contain 757 acres of uplands which will be managed to maintain and enhance their habitat value. (SR1/Page 10.8)*

15. *All infrastructure construction in either the primary or secondary [bald eagle] protection zones would occur in the non-nesting season. If single-family residential home construction in the secondary protection zone occurs in the nesting season, such construction would be done in accordance with the [FFWCC's] Bald Eagle Monitoring Guidelines. (SR2/Page 12.3)*
16. *The applicant has committed to prepare and submit to Pasco County and the FFWCC a Habitat Management Plan prior to final site plan approval. (The anticipated concepts and features are listed.) (SR2/Page 12.2)*
17. *The applicant will provide within a habitat management plan, guidelines for protecting the (Florida Sandhill) cranes during and after development. (SR2/Page 12.4)*
18. *Southeastern American kestrels will be encouraged to remain post-development by maintaining open foraging habitats within the greenways and by placing nest boxes at strategic locations in the greenways and near grassy berms of surface water management ponds. (SR2/Page 12.4)*
19. *Table 10-2 (SR2) shows that substantial acreages of pine flatwoods, pine-mesic oak, live oak and sand live oak upland forest will be preserved as well as most forested wetlands. This acreage will provide suitable habitat for the Sherman's fox squirrel. In addition, the habitat management plan will include measures to encourage Sherman fox squirrels to remain on-site. (SR2/Page 12.4)*
20. *The applicant will develop an indigo snake protection plan. Said plan will include educational materials to assist workers in correctly identifying the snake and reporting their occurrence to the USFWS. The approved plan will be included in the habitat management plan for Bexley Ranch. (SR2/Page 12.5)*

WATER QUALITY

1. *All prudent, appropriate and necessary steps will be followed for the duration of the Project to ensure protection against water quality contamination from erosion resulting from development activities. Best management practices will be used when working in or near wetlands within the Project site as well as when working adjacent to wetlands beyond the property boundaries. These measures include the use of erosion control devices, which will be installed prior to construction. Devices and methods used will include silt screens and hay bales, and newly exposed surfaces will be seeded or sodded as soon as practicable. Any excavated wetland spoil material will be stockpiled on an upland location and enclosed with siltation curtains, as necessary to ensure no adverse impacts to water quality. Erosion control devices will remain in place throughout the duration of the construction until all construction areas and surrounding areas are stabilized. Silt screens and hay bales will be maintained and inspected daily during the time of construction. (ADA/Page 13.18)*

2. *The proposed development will provide a system of stormwater ponds, wetland treatment areas and control structures designed to detain stormwater for the removal of suspended solids, heavy metals, and nutrients prior to the release of these waters offsite. Best management practices will be practiced on the golf course and in the common areas. (ADA/Page 14.7)*
3. *In the post-development condition, stormwater management facilities will be designed in a manner where no adverse impacts to environmentally sensitive areas, upstream and downstream properties and water quality result. (ADA/Page 19.5)*
4. *The depths of the lakes, ponds and surface water management systems will minimize the interconnection between the surface water features and the potable aquifer system. (SR1/Page 10.11)*
5. *Only sandy soils, varying from the fine sand to slightly clayey fine sand, will be excavated for reuse on-site during land development activities. After deep test borings are performed and evaluated, the project geotechnical consultant will provide suggested pond/lake excavation depths, in general keeping 10-feet of soil buffer over the top of the weathered limestone surface, and no deep semi-confining unit clayey materials will be excavated. During pond/lake excavation activities, if unforeseen subsurface conditions are noted, the contractor will be required to immediately cease excavation in the area, and the project geotechnical consultant and project civil engineer will be immediately notified to provide input. The contractor will be required to immediately and effectively repair any subsurface problems or anomalies prior to proceeding in an area of concern. Development of the property will be sensitive to the presence and integrity of the semi-confining clayey unit and the limestones of the upper Floridan Aquifer. (SR1/Page 10.13)*
6. *A number of piezometers will be installed on-site to monitor water levels and readings will be recorded before, during and after construction. (SR1/Page 14.1)*
7. *The stormwater management system will consist of a series of detention/retention ponds designed to maintain the hydroperiods of the existing wetlands. The ponds will provide water quality (improvement) through vegetated littoral shelves, sand filters and other means of water treatment as approved by SWFWMD and Pasco County. Existing wetlands will be utilized for both water quality and quantity management where feasible. In these areas, pretreatment swales, ponds, etc. will be located for stormwater to pass through prior to entering an existing wetland. (SR1/Page 14.2)*

SOILS

1. *Deep test borings will be performed and evaluated by the project geotechnical consultant in all proposed pond/lake excavation areas during the project design and permitting phases. (SR1/Page 10.13)*

2. *Development of the property will be sensitive to the presence and integrity of the semi-confining clayey unit and the limestones of the upper Floridan Aquifer. (SR1/Page 10.13)*

FLOODPLAINS

Any impacts to the existing 100-year floodplain will be mitigated through on-site floodplain mitigation ponds and/or potential off-site ponds consistent with the pre/post regional floodplain analysis. (SR2/Page 16.1)

WATER SUPPLY

1. *The developer intends to incorporate reclaimed water (effluent) from Pasco County into the development's Non-Potable Water Plan. (ADA/Page 17.7)*
2. *Non-Potable water to serve the irrigation needs for commercial and office areas, parks, schools, recreation centers and golf course, will be provided by on-site wells, existing and proposed. (ADA/Page 17.8)*
3. *The Developer will commit to encourage the use of water conserving materials and the responsible use of water by the occupants. (ADA/Page 17.9)*
4. *The developer will use the lowest quality of water available for irrigation purposes. Those sources will include non-potable quality groundwater, stormwater, and/or reclaimed water (when available). Irrigation systems shall be designed, installed, and operated for water use efficiency and will be developed by an irrigation contractor licensed or certified by the State of Florida. (ADA/Page 17.9)*
5. *Non-potable water will be used along main collector roadways to irrigate the proposed landscaped areas. (SR1/Page 17.1)*
6. *Based on several discussions with the Pasco County Utilities Department, it was determined that there is capacity available and that reclaimed water service will be provided to the project upon development. (SR1/Page 17.5)*
7. *... the landscaping and irrigation of these (commercial and office) areas on Bexley Ranch will share the objectives of the FY&N program to: reduce stormwater runoff; decrease non-point source pollution; conserve water; enhance wildlife habitat (where appropriate); and create beautiful landscapes. (SR1/Page 17.13)*

WASTEWATER MANAGEMENT

1. *There are no industrial or industrial-related uses proposed within this Project. (ADA/Page 18.2)*

Bexley Ranch - Developer Commitments

2. *When temporary septic tanks are required, appropriate soil testing will be performed prior to installation. (SR2/Page 18.1)*

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

... 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 including any requirements for separation of such solid waste materials from the solid waste stream. (ADA/Page 20.3)

TRANSPORTATION

1. *Through the adoption of the Development Order, Map H and subsequent zoning approvals, the applicant will provide assurance that adequate right-of-way within designated corridors will be reserved and protected. (ADA/Page 21.7)*
2. *Bexley Ranch has been designed to complement transit use and will work with Pasco County Public Transportation 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 21-7)*

AIR QUALITY

1. *In order to minimize the amount of fugitive dust, only the individual parcels of land where construction is scheduled to proceed will be cleared. Additional measures to be employed to minimize fugitive dust include sodding, seeding, mulching, or planting of landscaped materials in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22.1)*

POLICE & FIRE

1. *The applicant has expressed a willingness to discuss the incorporation of "environmental design concepts" with the Pasco County Sheriff's office in an effort to reduce crime. (SR1/Page 25.1)*
2. *The Developer will use applicable Fire Wise principles such as clearing around houses and structures, carefully spacing trees, and maintaining irrigation systems. (SR1/Page 25.2)*

RECREATION AND OPEN SPACE

1. *The trails in the Greenway Corridor will connect to the Suncoast Parkway Trail and the Starkey Preserve Wilderness Area via a trailhead at an existing under pass of the Suncoast Parkway. (ADA/Page 26.3)*

2. *Greenways and environmentally-sensitive features will be maintained by the Developer or successors such as a Home Owners Association, and/or as directed by the permitting agencies. (SR2/Page 26.1)*
3. *The Project will contain approximately 205 acres of community parks. (SR3/Table 10-2)*

EDUCATION

1. *The developer has agreed to "school site dedication language" developed by the County Attorney's office including a provision that additional mitigation land will be provided if a proposed school site contains isolated wetlands that must be removed in order to construct the school. (SR2/Page 27.1 as supplemented by SR3/Page 27.1)*

ENERGY

Natural gas will be available to the project. (SR1/Page 29.1)

EXHIBIT E

LAND USE EQUIVALENCY MATRIX

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

**EXHIBIT E
BEXLEY RANCH DRI
LAND USE
EQUIVALENCY MATRIX**

Change To:	Single Family	Multi-Family	Retail 8.50K	Retail 180K	Retail 120K	Office 25K	Office 100K	Office 125K
Change From:								
Single Family	N/A	1.27 du/du (1.2734) ³	55 sf/du (0.0551) ³	195 sf/du (0.1946) ³	161 sf/du (0.1614) ³	181 sf/du (0.1807) ³	406 sf/du (0.4058) ³	440 sf/du (0.4404) ³
Multi-Family	0.79 du/du (0.7853) ³	N/A	43 sf/du (0.0433) ³	153 sf/du (0.1528) ³	127 sf/du (0.1267) ³	142 sf/du (0.1419) ³	319 sf/du (0.3187) ³	346 sf/du (0.3458) ³
Retail 8.50K	18.14 du/ksf (18.1383) ³	23.10 du/ksf (23.0972) ³	N/A	3,529 sf/ksf (3.5290) ³	2,927 sf/ksf (2.9274) ³	3,278 sf/ksf (3.2781) ³	7,361 sf/ksf (7.3614) ³	7,987 sf/ksf (7.9873) ³
Retail 180K	5.14 du/ksf (5.1398) ³	6.55 du/ksf (6.5450) ³	283 sf/ksf (0.2834) ³	N/A	830 sf/ksf (0.8295) ³	929 sf/ksf (0.9289) ³	2,086 sf/ksf (2.0860) ³	2,263 sf/ksf (2.2633) ³
Retail 120K	6.20 du/ksf (6.1960) ³	7.89 du/ksf (7.8900) ³	342 sf/ksf (0.3416) ³	1,206 sf/ksf (1.2055) ³	N/A	1,120 sf/ksf (1.1198) ³	2,515 sf/ksf (2.5146) ³	2,728 sf/ksf (2.7284) ³

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 |
|----------------|------------|------------|------------|
| Single Family | 4,450 dus | 4,930 dus | 5,400 dus |
| Multi - Family | 540 dus | 600 dus | 660 dus |
| Retail | 180,000 sf | 308,500 sf | 550,000 sf |
2. Example exchanges:
Add 44,035 sf office 125K by reducing single family dus, 44,035 sf divided by 440 sf/du equals 100 dus
 3. Actual Equivalency factor for use in calculations
 4. Office entitlements may not be exchanged for other entitlements.

TABLE 2
PM PEAK HOUR BUILDOUT TRIP GENERATION
Bexley Ranch DRI

Land Use	ITE ¹ Land Use Code	Size	Gross P.M. Peak Hour		Internal Capture		Passer-By Capture		Net P.M. Peak Hour		Total	Two-Way External Trip Rate
			In	Out	In	Out	In	Out	In	Out		
Single Family	210	4930 du	2303	1296	109	70	0	0	2194	1226	3420	0.694/du
Multi-Family Res.	220	600 du	230	113	10	6	0	0	220	107	327	0.545/du
Retail	820	8.5 ksf	59	64	6	10	0	0	53	54	107	12.588/ksf
Retail	820	180 ksf	444	482	49	72	86	77	309	333	642	3.567/ksf
Retail	820	120 ksf	340	368	38	56	51	48	251	265	516	4.300/ksf
Office	710	25 ksf	18	89	6	5	0	0	12	84	96	3.840/ksf
Office	710	100 ksf	32	159	10	10	0	0	22	149	171	1.710/ksf
Office	710	125 ksf	37	182	11	11	0	0	26	171	197	1.576/ksf

1. ITE's Trip General Manual, 6th Edition, see Table 21-5 of Third Sufficiency Response for additional information regarding trip generation.

EXHIBIT F

MAP H – MASTER PLAN

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

Land Use	Phase I	Phase II	Phase III	Total
Residential (dwelling units)	2,450	2,480	1,070	6,000
Single Family	2,450	2,480	1,070	6,000
Multifamily	0	0	0	0
Total	2,450	2,480	1,070	6,000
Commercial	125,000	183,500	31,500	400,000
Office	30,000	200,000	0	230,000

LEGEND	
[Symbol]	WETLANDS
[Symbol]	POTENTIAL WETLAND MITIGATION
[Symbol]	GREENWAY CORRIDOR
[Symbol]	WILDLIFE CORRIDOR
[Symbol]	RESIDENTIAL
[Symbol]	UPLANDS PRESERVED
[Symbol]	OPEN SPACE
[Symbol]	SCHOOLS/DISTRICT PARK
[Symbol]	TOWNCENTER
[Symbol]	OFFICE
[Symbol]	EAGLE'S NEST
[Symbol]	PRIMARY EAGLE PROTECTION ZONE
[Symbol]	SECONDARY EAGLE PROTECTION ZONE
[Symbol]	ACCESS POINTS
[Symbol]	FAMILY GENEALOGY
[Symbol]	TRAIL HEAD/AVENUE CENTER

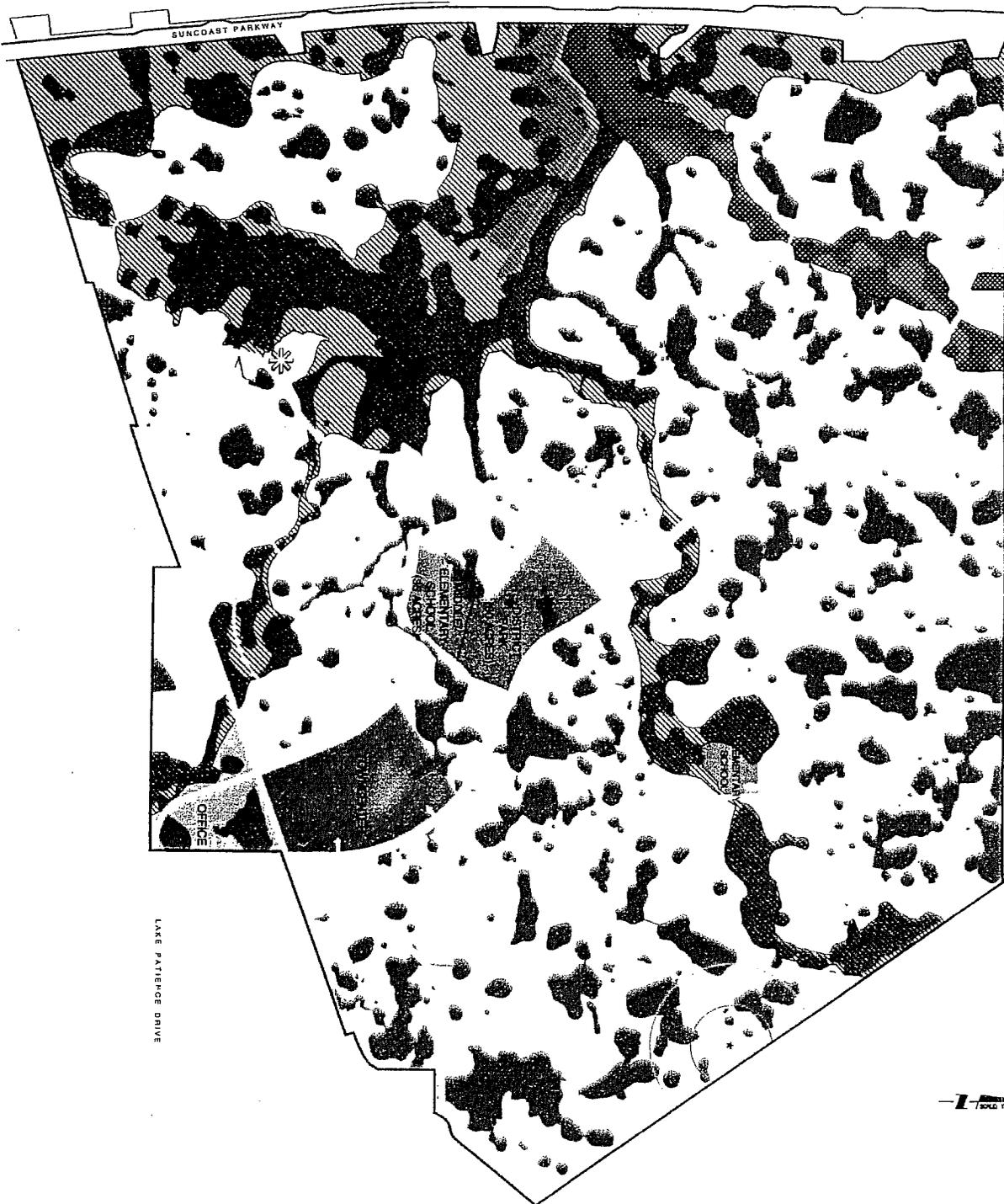


EXHIBIT F

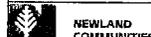
1" = 100'

LAKE PATIENCE DRIVE

BEXLEY RANCH

PASCO COUNTY, FLORIDA

A Development of Regional Impact by



WilsonMiller

Planners • Engineers • Ecologists • Surveyors
Landscape Architects • Transportation Consultants

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Phone: 813-281-9333 • Fax: 813-281-9333
Web: www.wilsonmiller.com

DATE: 12/29/05
SCALE: 1" = 1,000'
P.N.: 030118-001-0001
FIG. #:

DESIGNED BY: WILSONMILLER
DRAWN BY: 020/012952
CHECKED BY:

APPROVED BY: 12/29/05

DATE: 12/29/05
SCALE: 1" = 1,000'
P.N.: 030118-001-0001
FIG. #:

SHEET 1 OF 1

DATE: 12/29/05 11:58:13 AM

EXHIBIT G

PROPORTIONATE SHARE CALCULATION

ROADWAY IMPROVMENTS AND INTERSECTION IMPROVEMENTS

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

TABLE 21-14 (revised 2/02/06)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
Bexley Ranch DRI

Road	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase I - 2010									
SR 54	W. Ramps to Suncoast Pkwy-EB	0.15	6 LD	3,658,166 ¹	239	930	25.70	548,725	141,016
	W. Ramps to Suncoast Pkwy-EB	0.15	6 LD	3,658,166 ¹	164	930	17.63	548,725	96,764
	Suncoast Pkwy to Suncoast DRI E-EB	0.30	8 LD	6,595,737 ¹	415	1,680	24.70	1,978,721	488,791
	Suncoast Pkwy to Suncoast DRI E-WB	0.30	8 LD	6,595,737 ¹	286	1,680	17.02	1,978,721	336,854
	Suncoast DRI E to Sunlake Blvd. - EB	2.03	6 LD	3,658,166 ¹	100	930	10.75	7,426,077	798,503
	Suncoast DRI E to Sunlake Blvd. - WB	2.03	6 LD	3,658,166 ¹	146	930	15.70	7,426,077	1,165,814
	Sunlake Blvd. to US 41 - EB	2.72	8 LD	6,595,373 ¹	190	1,680	11.31	17,939,415	2,028,862
	Sunlake Blvd. to US 41 - WB	2.72	8 LD	6,595,373 ¹	277	1,680	16.49	17,939,415	2,957,868
	US 41 to Collier Parkway - EB	1.54	6 LD	3,658,166 ¹	84	930	9.03	5,633,576	508,839
	US 41 to Collier Parkway - WB	1.54	6 LD	3,658,166 ¹	123	930	13.23	5,633,576	745,086
	Collier Parkway to Livingston - EB	0.62	6 LD	3,658,166 ¹	130	930	13.98	2,268,063	317,041
	Collier Parkway to Livingston - WB	0.62	6 LD	3,658,166 ¹	170	930	18.28	2,268,063	414,592
	Livingston to SR 56 - EB	1.71	6 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	1.71	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sunlake Blvd	SR 54 to Tower Rd - NB	1.95	4 LD	4,308,734 ¹	184	1,620	11.36	8,402,031	954,305
	SR 54 to Tower Rd - SB	1.95	4 LD	4,308,734 ¹	127	1,620	7.84	8,402,031	658,678
Tower Rd	SR 54 to Project Drive - NB	1.94	4 LD	5,376,790 ^{1,3}	871	1,620	53.77	10,430,973	5,608,258
	SR 54 to Project Drive - SB	1.94	4 LD	5,376,790 ^{1,3}	566	1,620	34.94	10,430,973	3,644,402
	Project Drive Sunlake Blvd - NB	2.08	4 LD	4,308,734 ¹	977	1,620	60.31	8,962,167	5,404,961
	Project Drive Sunlake Blvd - SB	2.08	4 LD	4,308,734 ¹	671	1,620	41.42	8,962,167	3,712,107
US 41	Sunlake Blvd to US 41 - NB	2.96	2 LU	3,824,350 ¹	205	760	26.97	11,320,076	3,053,442
	Sunlake Blvd to US 41 - SB	2.96	2 LU	3,824,350 ¹	297	760	39.08	11,320,076	4,423,767
	Tower Rd to Ridge Rd - NB	2.84	4 LD	5,478,540	129	2,280	5.66	15,564,532	880,625
	Tower Rd to Ridge Rd - SB	2.84	4 LD	5,478,540	188	2,280	8.25	15,564,532	1,283,391
	Ridge Rd to Keene Rd - NB	1.86	4 LD	4,372,722	61	2,280	2.68	8,133,263	217,600
	Ridge Rd to Keene Rd - SB	1.86	4 LD	4,372,722	89	2,280	3.90	8,133,263	317,483
PHASE I TOTAL									42,109,677
PHASE I TOTAL									209,726,166

¹ No Right-Of-Way required

² Project Traffic divided by Service Volume Increase

³ Urban Arterial Construction Costs

TABLE 21-14 - Continued (Revised 2/02/06)
 ROADWAY IMPROVEMENT PROPORTIONATE SHARE ESTIMATE
 Bexley Ranch DRI

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile	Peak Hour Project Traffic	Service Volume Increase	% Project Traffic ²	Improvement Cost	Proportionate Share Amount
Phase II - 2015										
SR 54	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	459	930	49.35	548,725	270,822
	W. Ramps to Suncoast Pkwy-EB	4 LD	0.15	6 LD	3,658,166 ¹	353	930	37.96	548,725	208,279
SR 54	Suncoast Pkwy to Suncoast DRI E-EB	4 LD	0.30	8 LD	6,595,373 ¹	806	1,680	47.98	1,978,612	949,263
	Suncoast Pkwy to Suncoast DRI E-WB	4 LD	0.30	8 LD	6,595,373 ¹	618	1,680	36.79	1,978,612	727,847
	Suncoast DRI E to Sunlake Rd - EB	4 LD	2.03	6 LD	3,658,166 ¹	167	930	17.96	7,426,077	1,333,500
	Suncoast DRI E to Sunlake Rd. - WB	4 LD	2.03	6 LD	3,658,166 ¹	218	930	23.44	7,426,077	1,740,736
	Sunlake Rd to US 41 - EB	4 LD	2.72	8 LD	6,595,373 ¹	440	1,680	26.19	17,939,415	4,698,418
	Sunlake Rd to US 41 - WB	4 LD	2.72	8 LD	6,595,373 ¹	574	1,680	34.17	17,939,415	6,129,300
	US 41 to Collier Parkway - EB	4 LD	1.54	6 LD	3,658,166 ¹	169	930	18.17	5,633,576	1,023,736
	US 41 to Collier Parkway - WB	4 LD	1.54	6 LD	3,658,166 ¹	221	930	23.76	5,633,576	1,338,732
	Collier Parkway to Livingston - EB	4 LD	0.62	8 LD	4,570,393 ¹	130	1,680	7.74	2,833,644	219,270
	Collier Parkway to Livingston - WB	4 LD	0.62	8 LD	4,570,393 ¹	170	1,680	10.12	2,833,644	286,738
	Livingston to SR 56 - EB	4 LD	1.71	6 LD	3,658,166 ¹	126	930	13.55	6,255,464	847,514
	Livingston to SR 56 - WB	4 LD	1.71	6 LD	3,658,166 ¹	164	930	17.63	6,255,464	1,103,114
Sun Lake Blvd.	SR 54 to Tower Rd - NB	n/a	1.95	4 LD	4,308,734 ¹	442	1,620	27.28	8,402,031	2,292,406
	SR 54 to Tower Rd - SB	n/a	1.95	4 LD	4,308,734 ¹	339	1,620	20.93	8,402,031	1,758,203
Tower Rd	SR 54 to Project Drive - NB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,583	2,450	64.61	12,734,907	8,228,309
	SR 54 to Project Drive - SB	n/a	1.94	6 LD	6,564,385 ^{1,3}	1,215	2,450	49.59	12,734,907	6,315,474
	Project Drive to Sunlake Blvd. - NB	n/a	2.08	6 LD	5,461,189 ¹	1,481	2,450	60.45	11,359,273	6,866,565
	Project Drive to Sunlake Blvd. - SB	n/a	2.08	6 LD	5,461,189 ¹	1,232	2,450	50.29	11,359,273	5,712,092
	Sunlake Blvd. to US 41 - NB	n/a	2.96	4 LD	4,308,734 ¹	557	1,620	34.38	12,753,853	4,385,121
	Sunlake Blvd. to US 41 - SB	n/a	2.96	4 LD	4,308,734 ¹	727	1,620	44.88	12,753,853	5,723,488
US 41	Tower Rd to Ridge Rd - NB	2 LU	2.84	4 LD	4,391,646	343	2,680	12.80	12,476,666	1,596,827
	Tower Rd to Ridge Rd - SB	2 LU	2.84	4 LD	4,391,646	447	2,680	16.68	12,476,666	2,080,996
	Ridge Rd to Keene Rd - NB	2 LU	1.86	4 LD	4,415,281	165	2,680	6.16	8,194,762	504,528
	Ridge Rd to Keene Rd - SB	2 LU	1.86	4 LD	4,415,281	215	2,680	8.02	8,194,762	657,416
	Keene Blvd. to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	108	1,000	10.80	2,649,169	286,110
	Keene Blvd. to SR 52 - NB	2 LU	0.60	4 LD	4,415,281	141	1,000	14.10	2,649,169	373,533
Ridge Rd	US 41 to Suncoast - EB	2 LU	4.2	4 LD	3,658,166 ¹	88	860	10.23	15,364,297	1,572,161
	US 41 to Suncoast - WB	2 LU	4.2	4 LD	3,658,166 ¹	67	860	7.79	15,364,297	1,196,986
PHASES I & II TOTAL										70,427,484
No Right-Of-Way required										253,100,942
Urban Arterial Construction Costs										
Project Traffic divided by Service Volume Increase										

Exhibit G
(continued)

TABLE 21-15 (revised 2/17/06)
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE
Bexley Ranch DRI

Intersection	Required Improvement	Cost ¹	% Project Traffic ²	Proportionate Share
Phase I (2010)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	17.5	\$ 138,416
SR 54/Tower Rd ⁷	SB right, dual EB Lefts, WB Right ⁴	\$ 769,509	25.1	\$ 193,147
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁵	\$ 668,653	9.7	\$ 64,859
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	2.6	\$ 2,595,211
SR 54/Collier Pkwy ⁷	WB left; SB left, SB right	\$ 992,659	12.1	\$ 120,112
SR 54/SR 56 ⁷	SB right	\$ 567,797	7.7	\$ 43,720
US 41/Tower Rd ⁷	EB right; SB right	\$ 1,237,247	29.2	\$ 361,276
PHASE 1 TOTAL		\$ 104,842,612		\$ 3,516,741
Phase II (2015)				
SR 54/Suncoast Pkwy ⁷	WB Left, SB right, NB Right ³	\$ 790,947	25.8	\$ 204,064
SR 54/Tower Rd ⁷	dual SB right, dual EB Left, WB Right ⁶	\$ 992,659	100.0	\$ 992,659
SR 54/Sunlake Blvd ⁷	EB Left, dual SB Left, SB Right ⁶	\$ 668,653	19.1	\$ 127,713
SR 54/US 41 ⁸	Urban Interchange	\$ 99,815,800	6.3	\$ 6,288,395
SR 54/Collier Pkwy ⁷	N/A	\$ 992,659	17.7	\$ 175,701
SR 54/SR 56 ⁷	N/A	\$ 567,797	12.5	\$ 70,975
US 41/Tower Rd ⁷	dual EB lefts; NB left	\$ 1,539,815	25.6	\$ 394,193
US 41/Dale Mabry Hwy ⁷	EB left	\$ 445,503	41.2	\$ 183,547
PHASES I & II TOTAL		\$ 105,813,833		\$ 8,437,247

¹Thru lane and exclusive lane mainline improvements are included in roadway improvement costs

² Project Traffic as a percentage of Increased Service Volume

³ cost of WB left included in cost of mainline improvement

⁴ cost of one EB left, WB right and included in cost of mainline

⁵ cost of EB left, one SB left and SB right included in cost of mainline improvement.

⁶ cost of one SB right, one EB left, 1 WB right included in mainline costs

⁷ cost of signalization & mast arm improvements

⁸ cost for interchange include signalization improvements

EXHIBIT H
TRANSPORTATION IMPACT TABLE
DRI NO. 255 - BEXLEY RANCH
PASCO COUNTY

EXHIBIT H
BEXLEY RANCH DRI
TRANSPORTATION IMPROVEMENTS⁴

Proportionate Share	Description	Foot note	Road	Segment or Description
\$78,864,731	Total Proportionate Share Amount from Exhibit G, The Roadway & Intersection Proportionate Share Tables (Tables 21-14 and 21-15)			
(\$18,369,728)	On-site and Off-site Access Related	* 1, 2	Tower Road/Ashley Glen Blvd.	4-lane from Sunlake Blvd to SR 54.
(\$2,750,000)	On-site and Off-site Access Related	* 1	Tower Road	2-lane from Sunlake Blvd to Drexel Rd including on-site realignment.
(\$4,050,609)	Off-site Access Related	* 1, 2	Sunlake Boulevard	Western 2-lane from SR 54 to southernmost site boundary.
(\$450,000)	On-Site related ROW	*	Sunlake Boulevard ROW only	ROW > 166 ft up to 200 ft from southern boundary of site to northern boundary of site.
\$53,244,394	Subtotal			
(\$38,734,222)	Pipeline	**	SR 54	6-lane from Suncoast to US 41 "Thru" lanes; terminus of 6-lane west of Suncoast to terminus of 6-lane west of US 41. Includes single turn lanes at all existing intersections and future intersections of Tower Rd and Sunlake Blvd. Also includes signal modifications at Oakstead and Suncoast interchange.
(\$1,336,509)	Pipeline	2	SR 54	Intersection improvements at Tower Rd/Ashley Glen Blvd, Ballantae Blvd, and Sunlake Blvd. Cost for each intersection includes the cost for 6 lane signalization in the amount of \$344,647 and the cost for one EB turn lane for a total of 2 EB turn lanes in the amount of \$100,856. Total cost per intersection = 100,856+344,647=\$445,503
(\$13,173,663)	Pipeline TBD	1, 3	TBD by BOCC	TBD by BCC or payment prior to platting of 2500th unit or equiv. PM peak hr trips. Construction or payment in lieu of construction for one or more of the following: Suncoast Pkwy/SR 54 interchange, Ridge Rd, US 41, Sunlake Blvd, Tower Rd or other parallel facilities; Impact fee credits determined by CIP and Transportation Impact Fee Ordinance.
\$0	On-site Access related	*** 1	Sunlake Boulevard	(a) 2-lane within entire site, (b) Up to 166 ROW through entire site, (c) 4-lane from southernmost boundary of site to northern boundary of TC.
\$0	Off-site Access related	*** 2	Tower Road	Repare Tower Rd with 24 ft of pavement or other pavement width as may be approved by DRC from Drexel Rd to U.S. 41, including any design, regulatory permits as applicable, construction and right-of-way acquisition needed for such repavement and for any drainage or other improvements needed for such repavement.
\$0	Off-site Access related	***	Lake Patience	2-lane from Sunlake Blvd to terminus in Oakstead.
\$0	Off site Access related	***	Intersection Improvements	Required offsite intersection improvements: Sunlake Blvd and Tower Rd.
(\$53,244,394)	Subtotal			

* Developer builds at own expense. No impact fee credit. Proportionate share credit only.

** Proportionate share and Impact fee creditable subject to caps and timing in CIP and not to exceed the lessor of actual construction costs or amount assumed in the proportionate share table.

*** Not impact fee creditable and not proportionate share creditable

¹ Includes any intersection improvements determined to be necessary by the County, including but not limited to, signalization.

² May require cash payment in lieu of construction if constructed by others.

³ Amount shall be adjusted by most recent construction and right-of-way indices as adopted by the Pasco County Transportation Impact Fee Ordinance, as amended.

⁴ Table does not include any internal roadways and intersection improvements required by Pasco County Arterial and Collector Spacing Standards and Access Management Ordinance.

EXHIBIT I

TRANSPORTATION IMPACT CHRONOLOGY TABLE

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT I
BEXLEY RANCH DRI
TRANSPORTATION IMPROVEMENTS
TIMING³

#	Road	Segment or Description	Timing
1	Pipeline SR 54	6-lane from Suncoast to US 41 "Thru" lanes; terminus of 6-lane west of Suncoast to terminus of 6-lane west of US 41 including intersection improvements at Tower/Ashley Glen, Ballantrae, Sunlake, and Suncoast Pkwy	Commence design 6/07; Complete 100% design 1/08; Commence construction 6/09; Complete construction 12/10 or prior to plat approval for 1500th residential unit, whichever occurs first.
2	Sunlake Boulevard	Western 2-lane from SR 54 to southernmost site boundary	Construct or bond ² prior to plat approval for 1st residential unit ¹
3	Lake Patience	2-lane from Sunlake Blvd to terminus in Oakstead	Within 6 months of County completing connection from US 41 to Oakstead or construct or bond ² prior to plat approval for 601st residential unit whichever occurs first ¹
4	Tower Road/Ashley Glen Blvd.	2-lane from Sunlake Blvd to SR 54	Construct or bond ² 2-lane prior to plat approval for 1800th residential unit ¹
5	Tower Road/Ashley Glen Blvd.	4-lane from Sunlake Blvd to SR 54	Construct or bond ² 4-lane prior to plat approval for any Phase 2 residential units (=2480th residential unit) ¹
6	Tower Road	(a) 2-lane from Sunlake Blvd to Drexel Rd including realignment within site (b) Repave Tower Rd with 24 feet of pavement or other width as may be approved by DRC from Drexel Rd to US 41, including any design, regulatory permits as applicable, construction and right of way acquisition needed for such repavement and for any drainage or other improvements needed for such repavement	Construct or bond ² prior to plat approval for 2500th residential unit ¹ or prior to connection to Tower Rd at Drexel Rd, whichever occurs first
7	Sunlake Boulevard Right-Of-Way (ROW)	>166 ft up to 200 ft from southern boundary of site to northern boundary of site; (b) Up to 166 ft Way (ROW) only ROW from southern boundary of site to northern boundary of site	90 days of County request OR prior to last residential plat approval in Phase 2 (=5530th residential unit) OR concurrent with any plat approvals adjacent to Sunlake Blvd, whichever occurs first
8	Sunlake Boulevard	(a) 2-lane within entire site, (b) 4-lane from southernmost boundary of site to northern boundary of Town Center	(a) As necessary to serve development of adjacent parcels OR Construct or bond ² prior to plat approval for last residential unit within Phase 2 (=5530th residential unit) ¹ OR within 6 mos of execution of construction contract for Sunlake Blvd outside the northern boundary of the site, whichever occurs first (b) Prior to or concurrent with development of Town Center
9	Pipeline TBD by BOCC	TBD by BOCC or payment prior to plat approval for 2500th residential unit ¹ . Construction or payment in lieu of construction for one or more of the following: Suncoast Pkwy/SR 54 interchange, Ridge Rd, US 41, Sunlake Blvd, Tower Rd, or other parallel facilities	TBD by BOCC; requires amendment of Development Agreement only
10	Intersection Improvements	Required offsite intersection improvements: Sunlake Blvd and Tower Rd	TBD at PP/PSP and/or zoning

- 1 or equivalent in PM peak hour trips
- 2 If bonded, construction must be completed prior to first Certificate of Occupancy within the plat subject to the deadline
- 3 Construction access shall be limited to Sunlake Blvd or the Sunlake Blvd right-of-way, unless otherwise specifically approved by the DRC or the BOCC

EXHIBIT J

JULY 2005 FDOT COSTS

DRI NO. 255 - BEXLEY RANCH

PASCO COUNTY

EXHIBIT J

Roadway Cost Per Centerline Mile
Revised July 2005

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Project Cost				
Rural Arterial									
New Construction (4-Lane Roadway) with 5 Paved Shoulders	\$4,382,892	\$438,289	\$482,088	\$5,303,057	\$1,325,764	\$8,628,822	\$894,323	\$894,323	\$8,617,466
New Construction (6-Lane Roadway) with 5 Paved Shoulders	\$5,554,928	\$555,493	\$611,042	\$6,721,463	\$1,680,366	\$8,401,829	\$1,280,274	\$1,280,274	\$10,922,377
Milling and Resurfacing (4-Lane Roadway) with 5 Paved Shoulders	\$880,312	\$88,031	\$98,834	\$1,065,178	\$266,294	\$1,331,472	\$198,721	\$198,721	\$1,730,913
Milling and Resurfacing (6-Lane Roadway) with 5 Paved Shoulders	\$1,268,342	\$126,834	\$138,518	\$1,534,684	\$383,673	\$1,918,367	\$287,755	\$287,755	\$2,483,877
Add 2 Lanes (To Existing 2 Lanes) with 5 Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$3,458,228	\$345,823	\$380,515	\$4,185,868	\$1,048,418	\$5,232,082	\$784,812	\$784,812	\$6,801,707
Add 2 Lanes (To Existing 4 Lanes) with 5 Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$3,720,957	\$372,098	\$408,305	\$4,502,358	\$1,125,589	\$5,627,947	\$844,192	\$844,192	\$7,316,332
Add 1 Through Lane on Inside (To Existing with 5 Paved Shoulders)	\$735,915	\$73,592	\$80,951	\$890,457	\$222,614	\$1,113,071	\$168,961	\$168,961	\$1,446,983
Add 1 Through Lane on Outside (To Existing) with 5 Paved Shoulders	\$1,126,117	\$112,612	\$123,873	\$1,382,602	\$340,850	\$1,703,282	\$255,488	\$255,488	\$2,214,228
Add 300' Exclusive Left Turn Lane	\$35,209	\$5,281	\$6,074	\$46,564	\$11,941	\$58,208	\$8,731	\$8,731	\$75,868
Add 300' Exclusive Right Turn Lane	\$77,868	\$11,980	\$13,432	\$102,978	\$25,744	\$128,722	\$19,308	\$19,308	\$187,338
Urban Arterial									
New Construction (2-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$3,889,983	\$388,989	\$427,898	\$4,706,892	\$1,178,723	\$5,883,614	\$882,542	\$882,542	\$7,648,698
New Construction (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$5,489,080	\$548,908	\$601,598	\$6,617,587	\$1,654,397	\$8,271,984	\$1,240,798	\$1,240,798	\$10,753,679
New Construction (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$6,877,081	\$687,708	\$734,477	\$8,079,244	\$2,019,811	\$10,099,055	\$1,514,858	\$1,514,858	\$13,128,774
Milling and Resurfacing (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$928,773	\$92,877	\$102,165	\$1,123,815	\$280,954	\$1,404,769	\$210,715	\$210,715	\$1,828,200
Milling and Resurfacing (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,316,802	\$131,680	\$144,848	\$1,593,330	\$398,333	\$1,991,663	\$298,748	\$298,748	\$2,588,162
Add 2 Lanes (To Existing 2 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$3,708,128	\$370,813	\$407,894	\$4,486,832	\$1,121,708	\$5,608,541	\$841,281	\$841,281	\$7,281,103
Add 2 Lanes (To Existing 4 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$4,183,915	\$418,392	\$449,231	\$5,082,537	\$1,285,834	\$6,328,171	\$948,228	\$948,228	\$6,228,623
Add 1 Through Lane on Inside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$744,625	\$74,463	\$81,309	\$890,989	\$225,249	\$1,128,245	\$168,937	\$168,937	\$1,444,119
Add 1 Through Lane on Outside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$1,945,855	\$194,588	\$214,044	\$2,354,489	\$588,821	\$2,943,108	\$441,488	\$441,488	\$3,826,037
Add 300' Exclusive Left Turn Lane	\$46,930	\$7,040	\$8,095	\$62,065	\$15,518	\$77,581	\$11,837	\$11,837	\$100,856
Add 300' Exclusive Right Turn Lane	\$103,838	\$15,578	\$17,912	\$137,323	\$34,331	\$171,654	\$25,748	\$25,748	\$223,154

* A 1.5% MOT and Mobilization factor was used for exclusive left and right turn lanes. A 10% factor was used for all other figures.
** Total cost shown is derived from a standard typical section. Costs will need to be adjusted to account for signals, bridges, or any additional item not deemed typical.

- Notes:
1. Estimates were derived from FDOT LRE system
 2. These figures exclude costs for intersections/interchanges, improvements to cross streets, bridges over 20', right-of-way, landscaping, ITS, and traffic signals.
 3. The figures are based on market costs for Hillsborough County.
 4. Costs shown are present day costs.
 5. The costs developed for this report are not project-specific and should be used for preliminary estimating purposes only.

Revised In First Quarter
Revised In Second Quarter
Revised In Third Quarter

Bridge Cost Per Square Foot Revised July 2005

	Listed Per Square Foot Cost	Adjusted Per Square Foot Cost
New Construction		
Low Level	\$51	\$85
Mid Level	\$80	\$100
High Level	\$70	\$120
Overpass (Over Roadway)	\$65	\$90
Bascule	\$420	\$1,100
Pedestrian Overpass	\$235	\$235
Widening		
Low Level	\$60	\$115
Mid Level	\$65	\$135
High Level	\$30	\$182
Overpass (Over Roadway)	\$65	\$122
Bridge Removal		
Typical Concrete Bridge	\$19	\$25

Note:

1. Figures are for 2005 construction costs per square foot of deck area.
2. All figures exclude costs for right-of-way, bridge approaches, and approach slabs.
3. Adjusted figures account for recent increases in concrete and steel, and the effects of labor and material shortages in the construction industry.
4. The costs developed for this report are not site-specific and should be used for preliminary estimating purposes only.

Revised in First Quarter

Revised in Second Quarter

Revised in Third Quarter

The attached cost data reflects FDOT D7 long range estimates and utilizes recent costs for actual projects. This data will be updated and disseminated quarterly.

Construction Cost Assumptions

RURAL		
New Construction	Widening	Milling and Resurfacing
<p>12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) 5' Sidewalks (Both Sides) Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Embankment) Signing & Pavement Markings 1 Acre Pond/Lane/Mile (4 Lanes = 4 Acres) Drainage Features (Pipes, Endwalls, MES) Lighting</p>	<p>12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) 5' Sidewalks (Both Sides) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Borrow) Signing & Pavement Markings 2 Acre Pond/Additional Lane (2 New Lanes = 4 Acres) Drainage Features (Pipes, Endwalls, MES) Lighting</p>	<p>12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Signing & Pavement Markings Drainage Features (Pipe Desilting)</p>
URBAN		
New Construction	Widening	Milling and Resurfacing
<p>12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter 5' Sidewalks (Both Sides) Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Embankment) Signing & Pavement Markings 1 Acre Pond/Lane/Mile (4 Lanes = 4 Acres) Drainage Features (Pipes, Inlets, Manholes) Conventional Lighting</p>	<p>12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter 5' Sidewalks (Both Sides) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Borrow) Signing & Pavement Markings 2 Acre Pond/Additional Lane (2 New Lanes = 4 Acres) Drainage Features (Pipes, Inlets, Manholes) Conventional Lighting</p>	<p>12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Signing & Pavement Markings Drainage Features (Pipe Desilting, Manhole Adjustments)</p>

The attached cost data reflects FDOT D7 long range estimates and utilizes recent costs for actual projects. This data will be updated and disseminated quarterly.

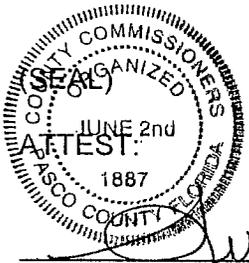
**NOTICE OF ADOPTION OF THE DEVELOPMENT
ORDER FOR THE BEXLEY RANCH
DEVELOPMENT OF REGIONAL IMPACT**

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 06-181, dated March 28, 2006, has adopted the development order (DO) for a Development of Regional Impact known as Bexley Ranch. 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" or actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 28th day of March, 2006.



Jed Pittman
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

Steve Simon

STEVE SIMON, CHAIRMAN

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

[Signature]

ATTORNEY

APPROVED

MAR 28 2006

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1 OF 1 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS

3-31-06
JED PITTMAN, CLERK TO THE BOARD

BY [Signature] D.C.

[Faint, illegible text and markings]