

#258



PASCO COUNTY, FLORIDA

"Bringing Opportunities Home"

DADE CITY (352) 523-2411
LAND O' LAKES (813) 996-2411
NEW PORT RICHEY (727) 847-2411
FAX (727) 847-8084

PLANNING AND DEVELOPMENT DEPT.
WEST PASCO GOVERNMENT CENTER
8731 CITIZENS DRIVE, SUITE 320
NEW PORT RICHEY, FL 34654-5598

December 1, 2014

CERTIFIED MAIL NO. 7004 2510 0004 9859 2880 (with return receipt)

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

RE: Epperson Ranch Development of Regional Impact (#258)
Abandonment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Epperson Ranch Development of Regional Impact (#258) Abandonment (Resolution No. 15-27), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This Resolution of Abandonment was approved by the Pasco County Board of County Commissioners on November 5, 2014.

Please contact me with any questions at (727) 847-8140 or cburns@pascocountyfl.net.

Sincerely,

Corelynn Burns
Planner II

Enclosure

**NOTICE OF ABANDONMENT OF THE
EPPERSON RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 258**

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 15-27, dated Nov 5, 2014, has adopted an Amendment to the Development Order for Development of Regional Impact No. 258 ("DRI"), known as Epperson Ranch DRI ("Amendment"), repealing the Development Order, and effecting the abandonment of the DRI, and revoking the Development Agreement ("DA"). The Amendment constitutes a land development regulation applicable to the property described in **Exhibit "A"** attached hereto.

The Amendment may be examined upon request at the Office of the Clerk to the Board of County Commissioners of the Pasco County Courthouse, Dade City, Florida.

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

DONE AND RESOLVED this 5 day of November, 2014.



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

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Jack Mariano
JACK MARIANO, CHAIRMAN

APPROVED
IN SESSION

NOV 5 2014

PASCO COUNTY
BCC



A RESOLUTION REPEALING THE DEVELOPMENT ORDER FOR, AND ABANDONING THE EPPERSON RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 258

WHEREAS, the original Development Order for the Epperson Ranch Development of Regional Impact ("DRI") was adopted by the Board of County Commissioners on November 5, 2008, as Resolution No. 09-38, and was amended and restated pursuant to that certain Amended and Restated Development Order for the DRI dated November 3, 2009 approved pursuant to Pasco County Resolution No. 10-54 (collectively, "DO"); and

WHEREAS, in accordance with Section 163.3220-163.3243, F.S., and in accordance with Condition No. 5.m.(2) of the DO, the applicant, Epperson Ranch, LLC ("**Applicant**") entered into an Amended and Restated Development Agreement with Pasco County that was approved by the Board of County Commissioners on November 3, 2009, and recorded at Official Records Book 8233, Page 655 of the Public Records of Pasco County, Florida ("**DA**"); and

WHEREAS, in accordance with Section 380.06(26), F.S., on December 7, 2012, the Applicant filed an Application for Abandonment of a Development of Regional Impact for the DRI ("**Abandonment Application**"), joined by all other landowners in the DRI, and provided copies of the Abandonment Application to the Tampa Bay Regional Planning Council ("**TBRPC**"), the Florida Department of Economic Opportunity ("**DEO**") and the Florida Department of Transportation ("**FDOT**"); and

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

WHEREAS, the Board of County Commissioners is the governing body having jurisdiction over the review and approval of DAs and the amending, terminating or revoking thereof, in Pasco County in accordance with Section 163.3225, F.S.; and

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

WHEREAS, the Board of County Commissioners wishes at this time to approve the abandonment of the DRI and the associated repeal and termination of the DO, and the revocation and termination of the DA; and

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

1. **GENERAL FINDINGS OF FACT**

The Board of County Commissioners makes the following general findings of fact:

(a) The Applicant/Developer has filed, in accordance with Section 380.06(26), F.S., an Abandonment Application for the DRI and has been joined by all other landowners in the DRI pursuant to such statute.

(b) Due to the abandonment of the DRI, the DA will no longer be applicable and therefore is being revoked and terminated through this Resolution.

(c) The real property encompassed by the Epperson Ranch DRI is owned by the individual property owners described in the Abandonment Application. A description of the real property is attached hereto as **Exhibit B ("Property")**, and is incorporated into this Amendment by this reference.

(d) The Property is owned by two separate ownership groups; EPCO Ranch, Inc., GEORGE L. EPPERSON and DAVID ALLEN, AS CO-SUCCESSOR TRUSTEES OF THE GEORGE B. EPPERSON TRUST dated August 17, 2011, as Amended and CO-PERSONAL

REPRESENTATIVES OF THE ESTATE OF GEORGE B. EPPERSON, DECEASED, DAVID ALLEN and GEORGE L. EPPERSON, AS CO-SUCCESSOR TRUSTEES OF THE BOBBIE L. EPPERSON TRUST dated August 17, 2011, as Amended, and CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF BOBBIE L. EPPERSON, DECEASED, ANITA G. EPPERSON, individually, GEORGE L. EPPERSON, individually, JAMES M. ABBITT, JR. AND ALICE A. ABBITT, AS CO-TRUSTEES OF THE ALPHA E. ABBITT FAMILY TRUST under an Agreement dated June 28, 2004, ALICE ADELINE ABBITT, individually, and JAMES MAIN ABBITT, JR., individually own the portion of the Property known as "EPCO Ranch North" and Epperson Ranch, LLC owns the portions of the Property known as "Epperson Ranch South" and "Epperson Ranch Town Center", and it is now intended for the Property to be developed in three separate MPUD rezonings for EPCO Ranch North, Epperson Ranch South and Epperson Ranch Town Center.

(e) The nature, type, scope, intensity, density, and general impact of development proposed for the Property after abandonment of the DRI are summarized in the Abandonment Application, and are less than DRI thresholds established by Section 380.0651, F.S., and Rule 28-24, Florida Administrative Code ("F.A.C.").

(f) As noted above, two separate ownership groups own all of the Property, which will be separated into three (3) separate projects (collectively, the "Projects"), specifically EPCO Ranch North MPUD, Epperson Ranch South and Epperson Ranch Town Center, are not part of a common plan of development. Each such MPUD shall be referred to hereinafter as an "MPUD" and collectively, the "MPUDs".

(g) On February 12, 2014, the TBRPC notified Pasco County that the TBRPC had no objection to the Abandonment Application.

(h) The Board of County Commissioners scheduled a public hearing on the Abandonment Application and the revocation of the DA for November 5, 2014.

(i) The public notice requirement of Section 380.06(26), F.S., and 163.3225 has been satisfied.

(j) At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and to submit rebuttal evidence, and any member of the general public requesting to do so was given the opportunity to present written or oral communications.

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

2. CONCLUSIONS OF LAW

The Board of County Commissioners hereby finds that the abandonment of the Epperson Ranch DRI as proposed by the Abandonment Application, and the revocation and termination of both the DO and the DA:

(a) Will not unreasonably interfere with the achievement of the objectives of the State Comprehensive Plan and State Land Development Plan applicable to the Property.

(b) Each MPUD, as will be governed by its respective MPUD Conditions of Approval, will be consistent with the Pasco County Land Development Code (local land development regulations), and the adopted Comprehensive Plan.

(c) The Property is not in an area of critical State concern.

(d) The MPUDs, whether taken individually or collectively, do not create additional, unmitigated impacts to public facilities not mitigated previously or mitigated through the MPUDs conditions of approval.

(e) No type or amount of development pursuant to the Epperson DRI approval was built or constructed.

(f) The abandonment will not affect any areas that may have been previously set aside or identified for preservation or protection. The governing MPUD Conditions of Approval will contain language for the preservation of any wetland or open space areas.

(g) These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record in these proceedings, the various departments of Pasco County, and the MPUD Applicants/Developers are authorized to proceed with respect to development of their respective MPUDs pursuant to the respective MPUD Conditions of Approval, without regard to the DO and DA, which are repealed and terminated hereby, and without DRI review.

3. **ORDER**

The Board of County Commissioners, having made the above findings of fact and having drawn the above conclusions of law, hereby approves the Abandonment Application, and orders that the DO is hereby repealed and terminated, the DRI is hereby abandoned, and the DA revoked and terminated, and the MPUDs shall be governed by Pasco County's Comprehensive Plan, the MPUD Conditions of Approval, and Pasco County's Land Development Code and other applicable regulations.

4. **PROCEDURES**

(a) **Notice of Adoption:** Once this resolution is effective pursuant to paragraph 4.(e), a Notice of Abandonment shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

(b) **Owner's Acknowledgment:** The affected parties for the DA and its revocation shall sign and have notarized the acknowledgment attached as Exhibit C, and once this resolution is effective pursuant to paragraph 4.(e), record this resolution and the acknowledgment in the Public Records of Pasco County, Florida.

(c) **Certified Resolution:** The Clerk of the Circuit Court, Board Records for the Board of County Commissioners shall return eight (8) signed and certified copies of this

resolution, including all exhibits, and Notice of Abandonment to the Pasco County Planning and Development Department. The Pasco County Planning and Development Department shall then send out the copies of each document to FDCA, TBRPC, and to the attorney of record in these proceedings.

(d) Severability: Each provision of this Resolution is material to the Board of County Commissioners' approval of this Resolution. 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 this Resolution shall be suspended until such time that the Board of County Commissioners modifies the this Resolution to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of any of the Projects' 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 Certificates of Occupancy. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this Resolution and the challenged portion is subsequently declared illegal or invalid, this Resolution shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this Resolution is declared illegal or invalid as the result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this Resolution to address the portion which has been declared invalid or illegal.

(e) Effective of Appeals of the MPUDs. This resolution and its effectiveness as to the Property are contingent upon the Property being rezoned pursuant to the MPUDs occurring simultaneously with the approval of this resolution in a final form and substance acceptable to the respective applicants/developers of the respective MPUDs, in their respective sole discretion, subject to no appeals being filed within 30 days of the Board of County

Commissioner's approval of this resolution, or if any such appeals have been timely filed, the same having been settled or otherwise disposed of in a final form (with prejudice) on terms and conditions acceptable to the respective applicants/developers of the respective MPUDs, in their respective sole discretion, such that the Property can be used for the uses and entitlements created by the respective MPUDs.

DONE AND RESOLVED this 5th day of November, 2014.





PAULA S. O'NEIL,
CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA



JACK MARIANO, CHAIRMAN

APPROVED
IN SESSION

NOV 5 2014

PASCO COUNTY
BCC

EXHIBITS

- A. ABANDONMENT APPLICATION (incorporated by reference and on file with Pasco County's Planning and Development Department)**
- B. LEGAL DESCRIPTION OF PROPERTY**
- C. DEVELOPER'S/APPLICANT'S ACKNOWLEDGMENTS**

EXHIBIT A

ABANDONMENT APPLICATION

**INCORPORATED BY REFERENCE AND ON FILE WITH
THE PLANNING AND DEVELOPMENT
DEPARTMENT**

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
EPPERSON RANCH DRI
LEGAL DESCRIPTION

Parcel 1 - Lying North of Elam Road

Part 1

The West 1/2 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Curley Road (County Road 577) and LESS AND EXCEPT right-of-way for Tyndall Road.

AND TOGETHER WITH

Part 2

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of Section 22, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT road right of way for Tyndall Road.

AND TOGETHER WITH

Part 3

All that portion of Section 27, Township 25 South, Range 20 East, Pasco County, Florida, lying North of Elam Road. LESS AND EXCEPT (from O.R. 71, Page 426) The West 1/2 of Section 27, lying North of dirt road running East and West except the East 60.00 feet thereof lying South of King Lake.

AND TOGETHER WITH

Part 4

The Northwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road 577).

AND TOGETHER WITH

HIATUS PARCEL 1

The Northeast 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County

Road 577).

PARCEL 2 - Lying South of Elam Road

Part 1 (From O.R. Book 1005, Page 1423)

Sections 33 and 34, Township 25 South, Range 20 East and
Sections 3 and 4 in Township 26 South, Range 20 East.

PARCEL 2: Commence at the NW corner of the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet for a point of beginning; thence run North 0°36'47" West, 2746.44 feet, thence North 79°19'59" East, 205.0 feet; thence North 0°36'47" West, 384.0 feet, thence North 79°08'13" East, 1692.52 feet, thence South 1°05'50" West, 385.0 feet, thence North 79°19'59" East, 172.0 feet, thence South 1°05'50" West, 1924.0 feet, thence South 79°19'59" West, 1156.0 feet, thence South 3°42'20" West, 2395.0 feet to the centerline of County Road, thence South 89°32'20" West, along said centerline, 648.95 feet, thence North 0°37'26" West, 1398.82 feet to the point of beginning said land being in Sections 33 and 34, Township 25 South, Range 20 East, and in Section 3 and 4, Township 26 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 2 (from O.R. Book 1005, Page 1423)

Sections 27, 28, 33 and 34, Township 25 South, Range 20 East.

PARCEL 3: Commence at the NW corner of Section 4, Township 26 South, Range 20 East, the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet, thence North 0°36'47" West, 5025.44 feet for a point of beginning; thence continue North 0°36'47" West, 2067.0 feet to the centerline of County Road, thence North 77°04'05" East, along said centerline, 3,362.65 feet, thence South 1°11'39" West, 2203.43 feet, thence South 79°07'36" West, 3267.99 feet to the point of beginning, said land being in Sections 27, 28, 33 and 34.

AND TOGETHER WITH

Part 3 (from O.R. Book 1005, Page 423)

The West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road, Less the West 320 feet thereof.

AND TOGETHER WITH

Part 4 (from O.R. Book 1005, Page 423)

All of Section 35, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577).

AND TOGETHER WITH

Part 5 (from O.R. Book 1005, Page 423)

The West 320 feet of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road.

AND TOGETHER WITH

Part 6 (from O.R. Book 1005, Page 423)

The East 2580 feet of Section 34, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577)

AND TOGETHER WITH

Part 7 (from O.R. Book 1581, Page 851)

PARCEL 9: A portion of that Parcel Number 5 recorded in Official Record Book 367, Page 52 of the Public Records of Pasco County, Florida being described as follows:

Commence at the Northwest corner of Section 4, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°49'27"E., along the North line of said Section 4, a distance of 4662.83 feet; thence N.00°36'47"W., a distance of 2746.44 feet for a Point of Beginning; thence continue N.00°36'47"W., a distance of 2279.00 feet; thence N.79°07'36"E.,

a distance of 3267.99 feet; thence S.01°11'39"W., a distance of 1009.16 feet; thence S.88°54'10"E., a distance of 20.00 feet; thence S.01°05'50"W., a distance of 1301.12 feet; thence S.79°19'59"W., a distance of 1158.14 feet to the West line of Parcel 5; thence N.01°05'50"E., a distance of 17.05 feet; thence S.79°19'59"W., a distance of 172.00 feet; thence N.01°05'50"E., a distance of 385.00 feet; thence S.79°08'13"W., a distance of 1692.52 feet; thence S.00°36'47"E., a distance of 384.00 feet; thence S.79°19'59"W., a distance of 205.00 feet to the Point of Beginning.

AND TOGETHER WITH

Part 8 (from O.R. Book 1581, Page 851)

Commence at the SW corner of Section 33, Township 25 South, Range 20 East, thence run N.89°49'27"E., along the South line of said Section 33, a distance of 4662.83 feet, thence N.00°36'47"W., a distance of 5025.44 feet, thence N.79°07'36"E., a distance of 3267.99 feet, thence N.01°11'39"E., a distance of 187.00 feet for a Point of Beginning; thence continue N.01°11'39"E., a distance of 2016.43 feet to the centerline of County Road, thence N.77°04'05"E., along said centerline, a distance of 243.94 feet, thence continue along said centerline N.86°50'20"E., a distance of 1340.92 feet, thence continue along said centerline, N.89°36'20"E., a distance of 459.40 feet, thence S.01°15'12"W., a distance of 1742.37 feet, thence West 455.80 feet, thence S.58°21'49"W., a distance of 722.34 feet, thence S.88°24'49"W., a distance of 969.50 feet to the Point of Beginning, said land being in Section 27, Township 25 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 9 (from O.R. Book 1005, Page 423)

All that part of Section 27 lying South of Elam Road, EXCEPT the West 2580 feet, and that part deeded to Pasco Packing per record book 367, page 52, Township 25 South, Range 20 E., Pasco County, Florida.

AND TOGETHER WITH

HIATUS PARCEL 2

DESCRIPTION: All that part of Section 34, Township 25 South, Range 20 East, Pasco County Florida, lying North and East of that Lennar Homes property as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida, lying Easterly of that property described in O.R. Book 1582, Page 851, Public Records of Pasco County, Florida and lying West of the West boundary of the East 2580 feet of said Section 34.

LESS AND EXCEPT

That property deeded to Lennar Homes, Inc. by Warranty Deed recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida

ALL OF THAT PART LYING SOUTH OF ELAM ROAD AS SURVEYED AND BEING MORE PARTICULARLY DESCRIBED

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33, 34 and 35, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 25 South, Range 20 East and run thence N.00°14'45"W., 1909.05 feet along the West boundary of the Southwest 1/4 of said Section 27 to the Southerly maintained right-of-way line of Elam Road for a POINT OF BEGINNING; thence Northeasterly and Easterly along said maintained right-of-way line the following eight (8) courses: 1) N.77°05'11"E., 2651.09 feet to a point of curvature; 2) Easterly, 485.30 feet along the arc of a curve to the right having a radius of 2950.00 feet and a central angle of 09°25'32" (chord bearing N.81°47'57"E., 484.75 feet) to a point of tangency; 3) N.86°30'43"E., 529.78 feet; 4) N.86°55'22"E., 401.50 feet; thence N.88°35'59"E., 442.78 feet to a point of curvature; 5) Easterly, 94.10 feet along the arc of a curve to the right having a radius of 9950.00 feet and a central angle of 00°32'31" (chord bearing N.88°52'15"E., 94.10 feet) to a point of tangency; 6) N.89°08'30"E., 156.93 feet; 7) S.89°55'58"E., 680.30 feet; 8) S.89°49'45"E., 1295.13 feet to a point on the East boundary of the West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East as surveyed and monumented by American Surveying & Mapping dated August 19, 1999 and previously surveyed

by Mullins and Shoun on September 9, 1970; thence S.00°54'21"W., 2632.19 feet along said East boundary to the South boundary of said Section 26 according to said surveys; thence S.89°40'12"E., 526.83 feet along the South boundary of the Southwest 1/4 as per said monumented and surveyed line to the Westerly right-of-way line of Curley Road (County Road No. 577); thence along said Westerly right-of-way line of Curley Road (County Road No. 577) the following three (3) courses: 1) S.37°33'50"W., 3707.50 feet to a point of curvature; 2) Southwesterly, 208.79 feet along the arc of a curve to the right having a radius of 5696.58 feet and a central angle of 02°06'00" (chord bearing S.38°36'50"W., 208.78 feet) to a point of tangency; 3) S.39°39'50"W., 1117.41 feet to the most Northeasterly corner of a parcel of land deeded by Lykes Pasco, Inc. to Lennar Homes, Inc. as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida; thence along the Northerly boundary of said Lennar Homes parcel the following six (6) courses: 1) N.50°20'19"W., 598.06 feet; 2) S.61°17'35"W., 1242.94 feet; 3) N.01°13'33"E., 2192.38 feet; 4) S.79°28'00"W., 1158.22 feet; 5) S.01°13'31"W., 378.33 feet; 6) S.79°27'40"W., 2035.85 feet to a point on the Easterly boundary of Lot 7, WILLIAMS DOUBLE BRANCH ESTATES as recorded in Plat Book 12, Pages 106 through 112, inclusive, Public Records of Pasco County, Florida; thence N.00°08'32"E., 286.32 feet along the East boundary of Lots 1 and 2 of said WILLIAMS DOUBLE BRANCH ESTATES to the Northeast corner of said Lot 1; thence S.89°57'31"W., 11.98 feet along the North boundary of said Lot 1 to the West boundary of property as recorded in O.R. Book 1005, Page 1423, Public Records of Pasco County, Florida; thence N.00°29'05"W., 4420.36 feet along the West boundary of property as recorded in O.R. Book 1005, Page 1423 and O.R. Book 1582, Page 851, Public Records of Pasco County, Florida to the Southerly maintained right-of-way line of the aforesaid Elam Road; thence along said Southerly right-of-way line, N.77°05'11"E., 673.64 feet to the POINT OF BEGINNING.

EXHIBIT C

DEVELOPER'S/APPLICANT'S ACKNOWLEDGMENTS

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

EPCO RANCH, INC., a Florida corporation

(Date)

By: _____
George L. Epperson, President

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

GEORGE L. EPPERSON, as Co-Successor
Trustee of the George B. Epperson Trust
dated August 17, 2011, as Amended and
as Co-Personal Representative of the
Estate of George B. Epperson, deceased.

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

DAVID ALLEN, as Co-Successor Trustee of the George B. Epperson Trust dated August 17, 2011, as Amended and as Co-Personal Representative of the Estate of George B. Epperson, deceased.

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

GEORGE L. EPPERSON, as Co-Successor
Trustee of the Bobbie L. Epperson Trust
dated August 17, 2011, as Amended and
as Co-Personal Representative of the
Estate of Bobbie L. Epperson, deceased.

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

DAVID ALLEN, as Co-Successor Trustee of the Bobbie L. Epperson Trust dated August 17, 2011, as Amended and as Co-Personal Representative of the Estate of Bobbie L. Epperson, deceased.

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

ANITA G. EPPERSON

STATE OF _____

COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

GEORGE L. EPPERSON

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

JAMES M. ABBITT, JR., as Co-Trustee
of the Alpha E. Abbitt Family Trust under an
Agreement dated June 28, 2004

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

ALICE A. ABBITT, as Co-Trustee of the
Alpha E. Abbitt Family Trust under an
Agreement dated June 28, 2004

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

ALICE ADELINE ABBITT

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

(Date)

JAMES MAIN ABBITT, JR.

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

EPPERSON RANCH, LLC, a Florida
limited liability company

By: EPPERSON RANCH SUB LLC, a Florida
limited liability company, its Manager

(Date)

By: _____
John M. Ryan, Manager

STATE OF _____
COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above Resolution Repealing The Development Order and Revoking the Development Agreement For, And Abandoning The Epperson Ranch DRI No. 258.

EPPERSON RANCH, LLC, a Florida
limited liability company

(Date)

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I hereby certify on this _____ day of _____, 2014, before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Notary Public

#258



PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7004 2510 0004 9861 4506
RETURN RECEIPT REQUESTED

December 21, 2009

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

RE: Epperson Ranch – Development of Regional Impact No. 258
Amended and Restated Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Epperson Ranch Development of Regional Impact #258, 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 November 3, 2009, was recorded in the public records of Pasco County on December 16, 2009.

Sincerely,

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

Cynthia D. Spidell, MBA
Senior Planner & DRI Coordinator

Enclosure

cc: John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd., Suite 100,
Pinellas Park, FL 33782
Daniel Santos, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612



Rcpt:1278328 Rec: 596.50
DS: 0.00 IT: 0.00
12/16/09 _____ Dpty Clerk

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND EPPERSON RANCH, LLC, DEVELOPER OF RECORD, FOR DEVELOPMENT OF REGIONAL IMPACT NO. 258, EPPERSON RANCH

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
12/16/09 09:19am 1 of 70
OR BK 8233 PG 655

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Epperson Ranch, LLC, the Developer of Record for Epperson Ranch Development of Regional Impact (DRI) No. 258, hereinafter called "DEVELOPER."

WITNESSETH:

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

WHEREAS, on November 5, 2008, the COUNTY approved a development order (Original DO) with conditions for Epperson Ranch DRI No. 258 in response to an Application for Development Approval (ADA) for Epperson Ranch DRI No. 258 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the Epperson Ranch DRI/DO, hereinafter called "Project," and attached hereto as Exhibit A; and

WHEREAS, on November 25, 2008, the Board of County Commissioners adopted amendments to the County's Concurrency Management Regulations to extend without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by one (1) year, (the One-Year Extension); and

WHEREAS, on June 23, 2009, the Board of County Commissioners adopted a Resolution pursuant to the County's Concurrency Management Regulations to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by an additional two (2) years (the Two-Year Extension); and

WHEREAS, Exhibit G of the DO, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project based upon results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code (F.A.C.), 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 for the Project; and

WHEREAS, to satisfy certain requirements of the Original DO, the DEVELOPER and the COUNTY entered into that certain development agreement approved by the Board of County Commissioners on November 8, 2008 and recorded in the Public Records of Pasco County, Florida, on November 25, 2008, at Official Record Book 7972, Pages 295-363 (Original DA); and

P6

WHEREAS, in connection with a Notice of Proposed Change (NOPC) for the Project, the COUNTY and the DEVELOPER desire to amend and fully restate the Original DO for the Project (DO) and to amend and restate the Original DA (DA); and

WHEREAS, all date extensions granted by this DA are inclusive of, and not in addition to, any extensions for which the Project may be eligible pursuant to Resolution 09-269 and Chapter 2009-96, Laws of Florida; and

WHEREAS, the DO establishes the amount of Seventy-Five Million Two Hundred Thirty-Seven Thousand Three Hundred Eighty-One and 00/100 Dollars (\$75,237,381.00) , in February 2007 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 a pipeline project, the Curley Road Pipeline Project, various intersection improvements, and Site-Related Improvements as described and defined in this DA (Required Roadway Improvements); and

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

WHEREAS, as of the effective date of this DA, this DA shall supersede and replace, in its entirety, the Original DA for the Project, and thereafter shall govern the rights and the obligations of all parties hereto with respect to the subject matter hereof; and

WHEREAS, the Board of County Commissioners after public notice and hearing in accordance with applicable law, has approved this DA concurrent with the adoption of the Epperson Ranch DRI NOPC, and the revised DO for the Project, all of which are related hereto;

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

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

- a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Epperson Ranch, LLC; George B. Epperson and Bobbie Epperson; Alpha E. Abbitt, Alpha E. Abbitt Family Trust; James Main Abbitt Jr.; Alice Adeline Abbitt; and EPCO Ranch, Inc., a Florida corporation. Pursuant to Section 163.3239, Florida Statutes, the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.
- b. Duration and Effective Date: This DA shall be for the duration of eleven (11) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The eleven (11) year duration date includes the Two-Year Extension. The effective date of this DA shall be established in accordance with Section 163.3239, Florida Statutes.
- c. Development Uses of Land: The Project is currently zoned an A-C Agricultural District. An application to amend the zoning to an MPUD Master Planned Unit Development District is currently under review with the Growth Management Department. The MPUD Master Planned Unit Development Master Plan Rezoning Petition 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 COUNTY Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations.
- e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with any MPUD Master Planned Unit Development Conditions of Approval; the DO; 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 LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that Phases I and II of the Project as permitted and proposed are consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA, subject to the provisions of the DO and this DA.

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

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

j. Zoning and Comprehensive Plan Issues: The current Pasco County Comprehensive Plan Future Land Use (FLU) Map classifications for the Project are CON (Conservation Lands), RES-3 (Residential - 3 du/ga), and TC (Town Center). The zoning classification for the Project is an A-C Agricultural District. An application to amend the zoning from an A-C Agricultural District to an MPUD Master Planned Unit Development was approved by the Board of County Commissioners on July 14, 2009.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate-Share Amount: The DEVELOPER agrees to construct the Required Roadway Improvements as defined herein, within public right-of-way to be provided by the COUNTY or dedication by the DEVELOPER, as mitigation for the Epperson Ranch, Phases I and II, transportation impacts. Pursuant to Section 163.3180(12), Florida Statutes, and Rule 9J-2.045, F.A.C., the DEVELOPER'S proportionate-share contribution for those improvement projects listed in Exhibit G of the Project's DO, attached hereto as Exhibit B, is Seventy-Five Million Two Hundred Thirty-Seven Thousand Three Hundred Eighty-One and 00/100 Dollars (\$75,237,381.00) (Proportionate Share) in February 2007 dollars. Pursuant to Section 402.7 of the COUNTY'S Concurrency Management Ordinance, the COUNTY and the DEVELOPER agree that the Project shall be granted a Proportionate-Share credit for the Town Center entitlements (50,000 square feet of office, 209,000 square feet of commercial, 100 motel rooms, 200 multifamily dwelling units, and 256 single-family attached dwelling units as depicted on Map H of the DO) in the amount of Twenty-Three Million Seven Hundred Forty Thousand One Hundred Ninety-Two and 00/100 Dollars (\$23,740,192.00) (Town Center Credit). The Town Center Credit assumes that the Town Center entitlements comply with the LDC criteria for TND (Traditional Neighborhood Design) Town Center and assumes compliance of the residential entitlements within the Project with Section 7 of this DA. The portion of the Town Center

entitlements that comply with such criteria is responsible only for the payment of transportation impact fees (TIF) to address their Proportionate-Share obligation and shall not be subject to any of the Required Roadway Improvements obligations set forth in this DA except for site-related improvements in the Town Center. The COUNTY shall address the Proportionate-Share obligation for compliant Town Center entitlements through the application of the TIF or other revenue sources toward one or more of the following segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, Curley Road, or other parallel facility or mobility improvements as determined by the COUNTY. Any portion of the Town Center entitlements as listed above which are developed, but not in accordance with the criteria in Section 402.7 of the COUNTY'S Concurrency Management Ordinance, shall require payment of a pro rata share of (or identification of a mitigation pipeline for) the Town Center Credit to the COUNTY. Such payment shall be adjusted by the most recent construction and right-of-way indices as adopted by the COUNTY TIF Ordinance as amended. Such payments shall be utilized for facility or mobility improvements in the COUNTY that benefit one or more of the following road segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, or Curley Road. Such improvements shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule.

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design; permit; and, in limited instances, provide right-of-way for the Required Roadway Improvements in Subsections (1) and (2), below, to fully mitigate the transportation impacts of Phases I and II of the Project. Construction of the Required Roadway Improvements (which includes the Site-Related Improvements and the Curley Road Pipeline Project, Phases 1 and 2, as further described below), by the DEVELOPER, or other party acceptable to the COUNTY, once performed and subject to compliance with the Town Center requirements set forth herein and the DO, shall satisfy the DEVELOPER'S required proportionate-share contribution and shall vest the DEVELOPER for transportation concurrency for 3,419 equivalent p.m. peak-hour trips through December 31, 2020, subject to any extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance. The December 31, 2020 build-out date includes the One-Year Extension and the Two-Year Extension.

(1) Identification of Pipeline Project: The DEVELOPER has elected to construct a pipeline project to mitigate the Proportionate-Share transportation impacts of Phases I and II of the Project subject to the Town Center Credit requirements set forth above. The Curley Road Pipeline Project is the construction, realignment, and expansion as further described below of Curley Road from Old S.R. 54 (Station 204+68.000) to 0.3 mile north of Overpass Road as depicted on Exhibit C (Curley Road Pipeline Project), unless an alternative terminus is approved by the COUNTY pursuant to Subsection (b) below. The cost of the Curley Road Pipeline Project is estimated to be Fifty-One Million Four Hundred Ninety-Seven Thousand One Hundred Eighty-Nine and 00/100 Dollars (\$51,497,189.00) in October 2006 dollars. The

project shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances). The COUNTY has permitted, designed, and acquired right-of-way for a portion of the Curley Road Pipeline Project. For the purposes of this DA, commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA, and the terms "complete" or "completed" shall mean the required roadway improvement has been accepted by the County for maintenance and is open to the traveling public, and the required maintenance guarantee has been provided by the DEVELOPER.

(a) Curley Road Pipeline Project, Phase 1: This phase of the Curley Road Pipeline Project is the construction of a four (4) lane, divided, urban roadway, expandable to six (6) lanes, from Old S.R. 54 (Station 204+68.00 on Exhibit C) to Station 301+37.32 (north of Wells Road) as depicted on Exhibit C, and includes the construction of 0.2769 mile of Jacana Drive as a two (2) lane, undivided, urban offset and 0.1485 mile of Wells Road as a two (2) lane, undivided, urban offset. The DEVELOPER and the COUNTY agree that construction of this segment shall be completed in accordance with the COUNTY'S design plans and permits. The project shall include intersection improvements at Old S.R. 54, Zephyrhills West Bypass, Jacana Drive, Wells Road, and any other intersection improvements on the COUNTY'S design plans. If the DEVELOPER chooses to make any changes in design and permitting, such changes shall be subject to the approval of the COUNTY Engineering Services Department, shall be at the DEVELOPER'S expense, and shall not be eligible for TIF or Proportionate-Share credits. The DEVELOPER understands and agrees that, in the event the Curley Road Pipeline Project, Phase 1, is constructed prior to completion of the Zephyrhills West Bypass Project, the COUNTY may require additional intersection improvements not shown on the COUNTY'S design plans at Old S.R. 54 to accommodate Epperson Ranch DRI Project traffic; any such additional improvements shall not be eligible for TIF or Proportionate Share credits. Construction of the Curley Road Pipeline Project, Phase 1, shall commence prior to approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required) or prior to January 1, 2014, whichever occurs first. The project shall be completed and accepted by the COUNTY for maintenance prior to July 1, 2015, or prior to eighteen (18) months from the approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required), whichever occurs first. If the Curley Road Pipeline Project, Phase 1, is constructed separately from Phase 2 in Subsection (b) below, then Phase 1 shall include the taper from four (4) to two (2) lanes from Stations 340+20.00 to 358+47.95 as depicted on Exhibit C. The DEVELOPER shall post a Performance Guarantee for the Curley Road Pipeline Project, Phase 1, in accordance with Section 9 of this DA.

(b) Curley Road Pipeline Project, Phase 2: This phase of the Curley Road Pipeline Project is the construction of a four (4) lane, urban, divided roadway from Station 301+37.32 to 0.3 mile north of Overpass Road as depicted on Exhibit C, including tapering as applicable to transition from four (4) lanes to two (2) lanes as depicted on Exhibit C. The four (4) lane roadway shall be expandable to six (6) lanes, unless otherwise approved by the COUNTY at the time of Town Center Master Plan approval. The DEVELOPER agrees that the segment of Curley Road passing through the Town Center shall be constructed in compliance with the Town Center Master Plan. The project shall include any other intersection improvements determined by the COUNTY to be necessary during the design and permitting of the project. Construction of the Curley Road Pipeline Project, Phase 2, shall commence prior to June 30, 2016, or sooner to the extent required to complete the portion of Curley Road through the Town Center by December 31, 2014, or other date set forth in the Town Center Master Plan, whichever occurs later. Commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA. The project shall be completed and accepted by the COUNTY for maintenance prior to December 31, 2017, or as necessary to serve the Town Center/adjacent development, whichever occurs first, provided, however, that the portion of Curley Road through the Town Center shall be completed by December 31, 2014, or other date set forth in the Town Center Master Plan, whichever occurs later.

In the event the COUNTY wishes to enter into a construction contract with another developer or others for all or any portion of Curley Road Pipeline Project, Phase 2, the COUNTY shall notify the DEVELOPER in writing prior to June 30, 2015, but not before the COUNTY has completed design and permitting. The DEVELOPER shall respond in writing to the COUNTY within ninety (90) days of such written notification, confirming that the DEVELOPER shall commence construction within six (6) months of such notification. In the event the DEVELOPER does not provide any written response to such notification within ninety (90) days or the DEVELOPER does not commence construction within six (6) months from such notification date, the DEVELOPER shall be required to make a cash payment prior to December 31, 2017, or within thirty (30) days of the COUNTY entering into the construction contract with another developer or others, whichever occurs later. The cash payment to the COUNTY shall be equivalent to the actual construction costs or the cost set forth in the COUNTY approved construction contract for that portion of the Curley Road Pipeline Project, Phase 2, constructed by another developer or others, whichever is greater, but in no circumstance shall such payment exceed the amount of Twenty Million Four Hundred Seventy Thousand Ninety and 00/100 Dollars (\$20,470,090.00) in October 2006 dollars, adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance, as amended. The DEVELOPER shall post a Performance Guarantee for the construction or payment of the Curley Road Pipeline Project, Phase 2, in accordance with Section 9 of this DA.

(c) The Site-Related Curley Road Intersection Improvements: This portion of the Curley Road Pipeline Project consists of the site-related intersection improvements at Elam Road, Overpass Road, and all intersection improvements within the Town Center as depicted on Exhibit H of the DO and attached hereto as Exhibit E and any other site-related intersection improvements as required by the DO or the Town Center Master Plan (Site-Related Curley Road Intersection Improvements). These improvements shall be built at the DEVELOPER'S expense regardless of cost. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the Site-Related Curley Road Intersection Improvements, such improvements are not eligible for TIF credits pursuant to the terms of the 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 Curley Road Intersection Improvements are not eligible for TIF credits, Proportionate-Share credit, or COUNTY reimbursement.

(2) Site-Related 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 improvements set forth below, including all Roadway Appurtenances as determined by the COUNTY, and permitting agencies as applicable to be necessary during the design and permitting of the following site-related improvements (Site-Related Improvements). The Developer understands and agrees that all Site-Related Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER are not eligible for TIF credits, Proportionate-Share credit, or COUNTY reimbursement. The DEVELOPER shall complete the construction of the Site-Related Improvements prior to the applicable deadline for each improvement as outlined below or shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the LDC prior to such deadline. If the Assurance of Completion of Improvement is provided, construction must be completed prior to the issuance of the first Certificate of Occupancy within the plat or construction plan subject to the deadline. The Site-Related Improvements consist of the following:

(a) Overpass Road: The segment of Overpass Road commencing at Curley Road, extending westward to the western boundary of the Project as generally depicted on Map H, shall be designed and permitted in accordance with the Final Overpass Road Route Study dated March 2005 and constructed by the DEVELOPER as a two (2) lane, divided, urban section (offset), including all Roadway Appurtenances for a six (6) lane, divided, urban roadway, unless alternate design or construction standards are approved at the time of master plan approval for the Town Center. The project shall also include any site-related intersection improvements as required by the DO or the Town Center Master Plan. The alignment of Overpass Road shall be in accordance with the provisions of the Final Overpass Road Route Study dated

March 2005. The Developer shall convey 166 feet of right-of-way for Overpass Road, from the western boundary to the eastern boundary of the Project. Overpass Road shall be completed and accepted by the COUNTY for maintenance prior to the first to occur of the following: 1) approval of the first record plat (or construction plan approval where no plat is required) for the 1,200th single-family detached dwelling unit or equivalent in p.m. peak-hour trips; 2) as necessary to serve the development; or 3) prior to December 31, 2014, or other date set forth in the Town Center Master Plan, whichever occurs later.

(b) Elam Road: The segment of Elam Road commencing at Curley Road and extending to the western boundary of the Project as depicted on Exhibit D shall be constructed/improved to COUNTY standards as a two (2) lane road. The DEVELOPER shall provide 142 feet of right-of-way for the portion of Elam Road bounded by the Project on both sides of Elam Road and seventy-one (71) feet of right-of-way for the portion of Elam Road bounded by the Project on one side of the road as depicted on Exhibit D. Elam Road shall be completed and accepted by the COUNTY for maintenance as necessary to serve adjacent or nearby development within the Project as determined by the COUNTY or the District School Board of Pasco County, whichever occurs first.

(c) Tyndall Road: The segment of Tyndall Road from Curley Road extending along the Project boundary shall be constructed/improved to COUNTY standards as a two (2) lane road. The DEVELOPER shall provide sufficient right-of-way to total 135 feet of right-of-way for Tyndall Road. Construction of Tyndall Road shall be completed and accepted by the COUNTY for maintenance as necessary to serve adjacent or nearby development within the Project as determined by the COUNTY.

(d) McKendree Road: As currently proposed in the PD&E for McKendree Road Extension, a portion of the alignment may fall within the project boundary for Epperson Ranch DRI. In the event the proposed alignment falls within the project boundary, the applicant shall accommodate such alignment including provision of right-of-way, drainage requirements, and any mitigation requirements as determined by the County. Since McKendree Road was not included in the traffic study for the Project, nothing in this provision shall preclude the DEVELOPER from negotiating with the COUNTY for future TIF credits, subject to the requirements of the TIF Ordinance, or for a potential easement that is west of the ultimate PD&E alignment for McKendree Road.

(e) All other site-related intersection improvements in Exhibit H of the DO and attached hereto as Exhibit E that are not listed in Subsection 4.b.(1)(c) above.

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

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and provide or acquire right-of-way (where 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 COUNTY. Notwithstanding the foregoing, the COUNTY shall design, permit, and acquire right-of-way for the Curley Road Pipeline Project.

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 COUNTY. 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 Improvements related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plan s.

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

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project

or any other facilities or developments, the COUNTY 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 COUNTY for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY 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 Curley Road Pipeline Project shall not be allowed unless specifically approved in writing by the COUNTY.

e. COUNTY Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY for review and approval, unless the COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY 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 Required Roadway Improvements (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Required Roadway Improvements, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY shall become the property of the 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 COUNTY and any and all applicable local and State regulatory agencies.

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

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

h. COUNTY Review: The DEVELOPER agrees and recognizes that the COUNTY 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 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 in no way assumes or shares 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 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) Except for the Curley Road Pipeline Project, the DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way requirements (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 Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified

public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

While it is not anticipated that additional right-of-way will be required for the Required Roadway Improvements, if necessary, efforts will be made by the COUNTY and DEVELOPER to enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the Curley Road 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 COUNTY in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement for any Required Roadway Improvements eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity, with the timely support and cooperation of the above consultants and professionals, and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly Project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

(2) Required Roadway Improvements Construction. The DEVELOPER shall commence construction of the Required Roadway Improvements in accordance with this DA unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the Required Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY and other applicable Federal, State, and regional regulatory agencies. The

DEVELOPER and COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability, at its sole discretion, to accelerate the schedule for construction of any portion of the Required Roadway Improvements.

k. Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a 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 the custody and control of the Project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

l. COUNTY Observation: The COUNTY'S personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Required Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY 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 to observe or inspect the work of the Required Roadway Improvements. The DEVELOPER shall be solely responsible for ensuring that the Required Roadway Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY 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.

m. Right-of-Way: Prior to the COUNTY'S acceptance of any of the Required Roadway Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of 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 COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (90) days of the COUNTY'S request, whichever occurs first. All conveyances shall include access easements be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

n. Construction Requirements: During the construction phase of the Required Roadway Improvements, the DEVELOPER and/or its construction contractor(s) shall:

(1) Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the

progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications.

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

(3) Be responsible for supervising and inspecting the construction of the Required Roadway Improvements 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 Required Roadway Improvements until the improvements are completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.

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

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

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

6. PIPELINE PROJECTS CONSTRUCTION

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

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the Curley Road Pipeline Project to an appropriately licensed

contractor. The term "competitively award" as used in this DA means to award the said contract based upon the County's "Guidelines for Developer Pipeline Projects in Pasco County," unless otherwise approved by the County Administrator. 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 TIF credits related to work that was not competitively bid in accordance with such guidelines, as determined by the County. In addition to the foregoing, the DEVELOPER shall comply with any applicable State competitive-bidding requirements for the Curley Road Pipeline Project.

b. Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a 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 the 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 Observation: The COUNTY'S personnel and authorized representatives reserve the right to inspect, observe, and materials-test any and all work associated with the Curley Road Pipeline Project and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY 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 to observe or inspect the work on the Curley Road Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the Curley Road Pipeline Project is constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

d. Right-of-Way: Prior to the COUNTY'S acceptance of the Curley Road Pipeline Project, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and cause all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY 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 Curley Road 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 Curley Road 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 Curley Road Pipeline Project until the improvements are completed and accepted by the COUNTY, as applicable, which acceptance shall not be unreasonably withheld.

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

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Curley Road Pipeline Project and other road improvements are in substantial conformance with the standards established by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY.

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

7. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account, attributable to the Curley Road Pipeline Project, for reimbursement or TIF credit to the DEVELOPER or to another entity or entities; e.g., the CDD or other third party entity on behalf of the DEVELOPER, to the extent that such entity finances or otherwise pays for or contributes to the Curley Road Pipeline Project as determined by the COUNTY (hereinafter referred to as the Credit-Receiving Entity). Once the DEVELOPER has posted the Performance Guarantees and commenced construction for the Curley Road 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 Curley Road 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 TIF 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. Notwithstanding anything in the DO or this DA to the contrary, in the event the COUNTY'S first 15-year Capital Improvement Plan (CIP) shows that the COUNTY has inadequate committed and planned revenue to construct the improvements needed to achieve and maintain the COUNTY'S adopted level of service standards on any of the roadways impacted by the Project (as set forth in Exhibit G of the DO and attached hereto as Exhibit B) during the term of the 15-year CIP, the DEVELOPER agrees to the following:

(1) The residential entitlements within the Project shall be subject to the "Option 1 Full Fee," as set forth in the TIF Schedule and indexed to the fiscal year of payment for any residential TIFs due after the COUNTY'S adoption of the 15-year Capital Improvement Element (CIE) that relies on revenue from the Option 1 Full Fee within the Project; and

(2) The COUNTY may utilize the additional projected revenue from the Option 1 Full Fee within the Project as a committed or planned funding source for one or more of the inadequately-funded roadways impacted by the Project in the 15-year CIP or 15-year CIE. The County shall consider other revenue sources in its formulation of the 15-year CIP.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit. The Credit-Receiving Entity shall be eligible for TIF credits for construction costs or payment in lieu of such costs for the Curley Road Pipeline Project, Phase 1, as detailed in this DA and the TIF Ordinance. The Credit-Receiving Entity shall be eligible for TIF credits for actual, reasonable construction costs or payment in lieu of such costs for the Curley Road Pipeline Project, Phase 2, as detailed in this DA and the TIF Ordinance. Reasonable construction costs shall be determined by the County Administrator or his designee (Administrator). In no event shall such TIF credit exceed the lesser of actual costs or the estimated costs assumed in Exhibit B of this DA (Exhibit G of the DO). Because completion of the proportionate-share pipeline project and payment of TIFs for the Project pursuant to the requirements of this DA also serve as a guarantee of transportation concurrency capacity through 2020 for the Project, any TIF credits are not transferable outside the boundaries of the Project. For Fiscal Year 2010, the COUNTY agrees to provide impact fee credits equivalent to 200 single-family detached units; 120 age-restricted, single-family detached units; and 75 townhouse units. For Fiscal Year 2011, the COUNTY agrees to provide impact fee credits equivalent to 200 single-family detached units; 120 age-restricted, single-family

detached units; and 75 townhouse units. The amount of each credit will be determined at the time of application for the Building Permit based upon the impact fee schedule at that time. The issuance of credits shall be limited by the provisions in Section 7.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 Administrator 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, the anticipated square footage for commercial and office, and the number of rooms for motel. In conjunction with the preparation of the COUNTY'S annual CIP Budget, the Administrator 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 fiscal years. Once the DEVELOPER and/or the Credit-Receiving Entity has received impact fee credits equal to the expenditures for the Curley Road Pipeline Project, 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. To receive impact fee credit or reimbursement, all requests and invoices for the Curley Road Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by the COUNTY of the Curley Road 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.

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

- (a) Site-Related Improvements, including any associated right-of-way donations and/or acquisitions as defined above in Section 4.b.(2).
- (b) Site-related intersection improvements as depicted in Exhibit H of the DO and attached hereto as Exhibit E.
- (c) Any internal roadway improvements or right-of-way dedications required by the DO, MPUD Master Planned Unit Development Conditions of Approval, and/or the LDC.
- (d) Construction Engineering and Inspection (CEI) expenses in excess of ten (10) percent of the total Curley Road Pipeline Project cost.
- (e) Curley Road 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 fees, Proportionate-Share credits, 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.

(3) 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.

(4) Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the Curley Road Pipeline Project 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.

(5) 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.

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

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: A Letter of Credit (LOC) or other Performance Guarantee acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the Curley Road Pipeline Project, Phase 1 (Performance Guarantee No. 1), shall be posted in favor of and provided to the COUNTY prior to approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required) or prior to January 1, 2013, or ninety (90) days prior to construction commencement for such phase, whichever occurs first. A second Performance Guarantee acceptable to and approved by the COUNTY to guarantee completion of Curley Road Pipeline Project, Phase 2 (Performance Guarantee No. 2), shall be posted in favor of and provided to the COUNTY prior to June 30, 2016, or ninety (90) days prior to construction commencement for such phase, whichever occurs first. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the Project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF credits or reimbursements due pursuant to Section 6 above and/or stop the issuance of Building Permits and other development approvals. The DEVELOPER shall post Performance Guarantee No. 1, in the amount of 125 percent of the cost of the Curley Road Pipeline Project, Phase 1, of Thirty-One Million Twenty-Seven

Thousand Ninety-Nine and 00/100 Dollars [\$31,027,099.00], in October 2006 dollars as adjusted to the date of posting, plus the estimated cost of construction for the portion of the Curley Road Pipeline Project, Phase 2, within the Town Center, to guarantee construction of the Curley Road Pipeline Project, Phase 1, and the portion of the Curley Road Pipeline Project, Phase 2, within the Town Center. The DEVELOPER shall post Performance Guarantee No. 2 in the amount of 125 percent of the cost of the Curley Road Pipeline Project, Phase 2, of Twenty Million Four Hundred Seventy Thousand Ninety and 00/100 Dollars [\$20,470,090.00] in October 2006 dollars as adjusted to the date of posting, less any amounts already guaranteed in Performance Guarantee No. 1 or any portion of the Curley Road Pipeline Project, Phase 2, already constructed to guarantee construction of or payment for the Curley Road Pipeline Project, Phase 2. No later than ninety (90) days and no earlier than 180 days prior to the applicable Performance Guarantee posting deadlines set forth above, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for each Project as applicable. Upon approval of the updated Cost Estimate by the COUNTY, the DEVELOPER shall provide the COUNTY with a revised Performance Guarantee for each Project as applicable in the minimum amount equal to 125 percent of the updated COUNTY-approved Cost Estimate. On the renewal date of each Performance Guarantee as applicable, the Performance Guarantee may be reduced provided an updated Cost Estimate for the remainder of the applicable Project is provided to and approved by the COUNTY and provided that the Performance Guarantee is not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder. The Performance Guarantees shall be returned to the DEVELOPER upon fulfillment of the obligation guaranteed by the Performance Guarantee.

b. Conditions for Performance Guarantees:

- (1) The Performance Guarantee in accordance with this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the Performance Guarantee Issuer), unless otherwise approved by the Risk Manager and the County Attorney's office (CAO).
- (2) The Performance Guarantee Issuer shall be:
 - (a) Organized and existing under the laws of Florida, or
 - (b) Organized under the laws of the U.S. and have a principal place of business in Florida, and
 - (c) Have a branch office which is authorized under the laws of Florida or the U.S. to receive deposits in Florida.
- (3) The Performance Guarantee must provide for draws to be made on it at an office within 100 miles from the COUNTY.
- (4) The Performance Guarantee must be signed by the President or Vice President of the Performance Guarantee Issuer.
- (5) The Performance Guarantee Issuer must have and maintain:

(a) An average financial-condition ranking of thirty-five (35) or more from two (2) nationally recognized, financial-rating services, compiled quarterly by the Florida Department of Financial Services, Division of Treasury, unless otherwise approved by the Risk Manager and the CAO.

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

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

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY, in accordance with the COUNTY Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing an Performance Guarantee valid for the entire three (3) year initial maintenance period plus six (6) months. The monetary amount which shall be made available to the COUNTY under the terms of the Performance Guarantee shall be equal to fifteen (15) percent of the cost of the Project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in the Engineering Services Department's, *A Procedural Guide for the Preparation of Assurances of Completion and Maintenance* (as may be subsequently amended). The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of an Performance Guarantee in accordance with this section. The DEVELOPER shall be responsible for maintaining the Project during the initial maintenance period, and, if any part of the Project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the Project during the initial maintenance period, the Administrator shall notify the DEVELOPER in writing via certified U.S. Mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the COUNTY Engineering Inspections Division not before ninety (90) days prior to the termination of the initial

maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified U.S. Mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required three (3) year Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Administrator, or in the case of no defects, but in any case no sooner than the completion of the three (3) year maintenance period, the Administrator may recommend to the COUNTY the release of the Maintenance Guarantee.

9. INDEMNIFICATION AND INSURANCE

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

or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

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

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

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

the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

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

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

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this DA, other than workers' compensation and employer's liability policy, shall specifically provide that the COUNTY, COUNTY Engineer, and each of their elected officers, employees, and agents shall be an "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 COUNTY Certificate of Insurance form, which shall be

provided to the engineers and/or contractors by the DEVELOPER. The DEVELOPER may obtain a sample copy of this certificate from the COUNTY.

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

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

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

- (i) General Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (ii) Products, Completed Operations Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (iii) Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars (\$1,000,000.00).
- (iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- (v) Property Damage (Each Occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- (vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- (vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

10. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to

make a claim and collect on the entire Performance Guarantees required by Section 6 (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 signalization-payment obligation has been fulfilled to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

c. Time Extensions:

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

(2) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Required Roadway Improvements, the DEVELOPER may, prior to the deadline, submit a request to the Administrator for an amendment to this DA to extend the deadline, and the 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.

(3) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Curley Road Pipeline Project because the COUNTY did not complete design and/or right-of-way acquisition, the deadlines shall be automatically extended by the amount of time it takes the COUNTY to complete such design and/or right-of-way acquisition as applicable.

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

e. Contracts: All contracts entered into by the DEVELOPER for the Required Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be

specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

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

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

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

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

h. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Keith Brickleyer, Esq., 500 E. Kennedy Boulevard, Suite 200, Tampa, FL 33602; with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654; and with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which materially affect the requirements in 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, Florida Statutes. All other amendments to this DA shall not require an NOPC or DO amendment.

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

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

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

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

o. Severability: Each provision of this DA is material to the Board of County Commissioners' approval of this DA. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the DA shall be suspended until such time that the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made. 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 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 a result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared invalid or illegal.

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

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

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

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

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

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

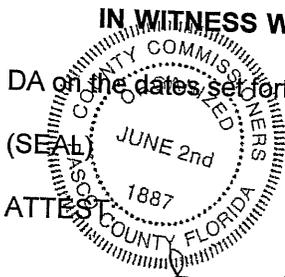
v. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

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

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

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

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



Paula S. O'Neill
PAULA S. O'NEILL, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

John Yarnall
CHAIRMAN

Date: APPROVED

NOV 03 2009

EPPERSON RANCH, **BOCC**

BY: John M. Ryan

John M. Ryan
Print

Its Managing Member
Title

WITNESSES:

[Signature] 12-3-09

Doug Dugleto 12-3-09

STATE OF FLORIDA
COUNTY PASCO

The foregoing instrument was acknowledged before me this 3rd, December 2009
(date), by John M. Ryan, Managing Member of Epperson Ranch, LLC
(name of person acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:

Kathleen B. Nicholson
NOTARY



EXHIBITS

- A. Legal Description
- B. Proportionate-Share Table
- C. Curley Road Pipeline Project
- D. Elam Road
- E. Site-Related Intersection Improvements

EXHIBIT A

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION

**EXHIBIT A
EPPERSON RANCH DRI
LEGAL DESCRIPTION**

Parcel 1 - Lying North of Elam Road

Part 1

The West 1/2 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Curley Road (County Road 577) and LESS AND EXCEPT right-of-way for Tyndall Road.

AND TOGETHER WITH

Part 2

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of Section 22, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT road right of way for Tyndall Road.

AND TOGETHER WITH

Part 3

All that portion of Section 27, Township 25 South, Range 20 East, Pasco County, Florida, lying North of Elam Road.
LESS AND EXCEPT (from O.R. 71, Page 426) The West 1/2 of Section 27, lying North of dirt road running East and West except the East 60.00 feet thereof lying South of King Lake.

AND TOGETHER WITH

Part 4

The Northwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road 577).

AND TOGETHER WITH

HIATUS PARCEL 1

The Northeast 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County

Road 577).

PARCEL 2 - Lying South of Elam Road

Part 1 (From O.R. Book 1005, Page 1423)

Sections 33 and 34, Township 25 South, Range 20 East and
Sections 3 and 4 in Township 26 South, Range 20 East.

PARCEL 2: Commence at the NW corner of the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet for a point of beginning; thence run North 0°36'47" West, 2746.44 feet, thence North 79°19'59" East, 205.0 feet; thence North 0°36'47" West, 384.0 feet, thence North 79°08'13" East, 1692.52 feet, thence South 1°05'50" West, 385.0 feet, thence North 79°19'59" East, 172.0 feet, thence South 1°05'50" West, 1924.0 feet, thence South 79°19'59" West, 1156.0 feet, thence South 3°42'20" West, 2395.0 feet to the centerline of County Road, thence South 89°32'20" West, along said centerline; 648.95 feet, thence North 0°37'26" West, 1398.82 feet to the point of beginning said land being in Sections 33 and 34, Township 25 South, Range 20 East, and in Section 3 and 4, Township 26 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 2 (from O.R. Book 1005, Page 1423

Sections 27, 28, 33 and 34, Township 25 South, Range 20 East.

PARCEL 3: Commence at the NW corner of Section 4, Township 26 South, Range 20 East, the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet, thence North 0°36'47" West, 5025.44 feet for a point of beginning; thence continue North 0°36'47" West, 2067.0 feet to the centerline of County Road, thence North 77°04'05" East, along said centerline, 3,362.65 feet, thence South 1°11'39" West, 2203.43 feet, thence South 79°07'36" West, 3267.99 feet to the point of beginning, said land being in Sections 27, 28, 33 and 34.

AND TOGETHER WITH

Part 3 (from O.R. Book 1005, Page 423)

The West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road, Less the West 320 feet thereof.

AND TOGETHER WITH

Part 4 (from O.R. Book 1005, Page 423)

All of Section 35, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577).

AND TOGETHER WITH

Part 5 (from O.R. Book 1005, Page 423)

The West 320 feet of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road.

AND TOGETHER WITH

Part 6 (from O.R. Book 1005, Page 423)

The East 2580 feet of Section 34, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577)

AND TOGETHER WITH

Part 7 (from O.R. Book 1581, Page 851)

PARCEL 9: A portion of that Parcel Number 5 recorded in Official Record Book 367, Page 52 of the Public Records of Pasco County, Florida being described as follows:

Commence at the Northwest corner of Section 4, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°49'27"E., along the North line of said Section 4, a distance of 4662.83 feet; thence N.00°36'47"W., a distance of 2746.44 feet for a Point of Beginning; thence continue N.00°36'47"W., a distance of 2279.00 feet; thence N.79°07'36"E.,

a distance of 3267.99 feet; thence S.01°11'39"W., a distance of 1009.16 feet; thence S.88°54'10"E., a distance of 20.00 feet; thence S.01°05'50"W., a distance of 1301.12 feet; thence S.79°19'59"W., a distance of 1158.14 feet to the West line of Parcel 5; thence N.01°05'50"E., a distance of 17.05 feet; thence S.79°19'59"W., a distance of 172.00 feet; thence N.01°05'50"E., a distance of 385.00 feet; thence S.79°08'13"W., a distance of 1692.52 feet; thence S.00°36'47"E., a distance of 384.00 feet; thence S.79°19'59"W., a distance of 205.00 feet to the Point of Beginning.

AND TOGETHER WITH

Part 8 (from O.R. Book 1581, Page 851)

Commence at the SW corner of Section 33, Township 25 South, Range 20 East, thence run N.89°49'27"E., along the South line of said Section 33, a distance of 4662.83 feet, thence N.00°36'47"W., a distance of 5025.44 feet, thence N.79°07'36"E., a distance of 3267.99 feet, thence N.01°11'39"E., a distance of 187.00 feet for a Point of Beginning; thence continue N.01°11'39"E., a distance of 2016.43 feet to the centerline of County Road, thence N.77°04'05"E., along said centerline, a distance of 243.94 feet, thence continue along said centerline N.86°50'20"E., a distance of 1340.92 feet, thence continue along said centerline, N.89°36'20"E., a distance of 459.40 feet, thence S.01°15'12"W., a distance of 1742.37 feet, thence West 455.80 feet, thence S.58°21'49"W., a distance of 722.34 feet, thence S.88°24'49"W., a distance of 969.50 feet to the Point of Beginning, said land being in Section 27, Township 25 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 9 (from O.R. Book 1005, Page 423)

All that part of Section 27 lying South of Elam Road, EXCEPT the West 2580 feet, and that part deeded to Pasco Packing per record book 367, page 52, Township 25 South, Range 20 E., Pasco County, Florida.

AND TOGETHER WITH

HIATUS PARCEL 2

DESCRIPTION: All that part of Section 34, Township 25 South, Range 20 East, Pasco County Florida, lying North and East of that Lennar Homes property as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida, lying Easterly of that property described in O.R. Book 1582, Page 851, Public Records of Pasco County, Florida and lying West of the West boundary of the East 2580 feet of said Section 34.

LESS AND EXCEPT

That property deeded to Lennar Homes, Inc. by Warranty Deed recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida

ALL OF THAT PART LYING SOUTH OF ELAM ROAD AS SURVEYED AND BEING MORE PARTICULARLY DESCRIBED

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33, 34 and 35, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 25 South, Range 20 East and run thence N.00°14'45"W., 1909.05 feet along the West boundary of the Southwest 1/4 of said Section 27 to the Southerly maintained right-of-way line of Elam Road for a POINT OF BEGINNING; thence Northeasterly and Easterly along said maintained right-of-way line the following eight (8) courses:
1) N.77°05'11"E., 2651.09 feet to a point of curvature; 2) Easterly, 485.30 feet along the arc of a curve to the right having a radius of 2950.00 feet and a central angle of 09°25'32" (chord bearing N.81°47'57"E., 484.75 feet) to a point of tangency; 3) N.86°30'43"E., 529.78 feet; 4) N.86°55'22"E., 401.50 feet; thence N.88°35'59"E., 442.78 feet to a point of curvature; 5) Easterly, 94.10 feet along the arc of a curve to the right having a radius of 9950.00 feet and a central angle of 00°32'31" (chord bearing N.88°52'15"E., 94.10 feet) to a point of tangency; 6) N.89°08'30"E., 156.93 feet; 7) S.89°55'58"E., 680.30 feet; 8) S.89°49'45"E., 1295.13 feet to a point on the East boundary of the West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East as surveyed and monumented by American Surveying & Mapping dated August 19, 1999 and previously surveyed

by Mullins and Shoun on September 9, 1970; thence S.00°54'21"W., 2632.19 feet along said East boundary to the South boundary of said Section 26 according to said surveys; thence S.89°40'12"E., 526.83 feet along the South boundary of the Southwest 1/4 as per said monumented and surveyed line to the Westerly right-of-way line of Curley Road (County Road No. 577); thence along said Westerly right-of-way line of Curley Road (County Road No. 577) the following three (3) courses: 1) S.37°33'50"W., 3707.50 feet to a point of curvature; 2) Southwesterly, 208.79 feet along the arc of a curve to the right having a radius of 5696.58 feet and a central angle of 02°06'00" (chord bearing S.38°36'50"W., 208.78 feet) to a point of tangency; 3) S.39°39'50"W., 1117.41 feet to the most Northeasterly corner of a parcel of land deeded by Lykes Pasco, Inc. to Lennar Homes, Inc. as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida; thence along the Northerly boundary of said Lennar Homes parcel the following six (6) courses: 1) N.50°20'19"W., 598.06 feet; 2) S.61°17'35"W., 1242.94 feet; 3) N.01°13'33"E., 2192.38 feet; 4) S.79°28'00"W., 1158.22 feet; 5) S.01°13'31"W., 378.33 feet; 6) S.79°27'40"W., 2035.85 feet to a point on the Easterly boundary of Lot 2, WILLIAMS DOUBLE BRANCH ESTATES as recorded in Plat Book 12, Pages 106 through 112, inclusive, Public Records of Pasco County, Florida; thence N.00°08'32"E., 286.32 feet along the East boundary of Lots 1 and 2 of said said WILLIAMS DOUBLE BRANCH ESTATES to the Northeast corner of said Lot 1; thence S.89°57'31"W., 11.98 feet along the North boundary of said Lot 1 to the West boundary of property as recorded in O.R. Book 1005, Page 1423, Public Records of Pasco County, Florida; thence N.00°29'05"W., 4420.36 feet along the West boundary of property as recorded in O.R. Book 1005, Page 1423 and O.R. Book 1582, Page 851, Public Records of Pasco County, Florida to the Southerly maintained right-of-way line of the aforesaid Elam Road; thence along said Southerly right-of-way line, N.77°05'11"E., 673.64 feet to the POINT OF BEGINNING.

EXHIBIT B

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

PROPORTIONATE-SHARE TABLE

EXHIBIT B

Proportionate Share Calculation, Epperson Ranch Phase II All Cumulative
(Revised October 11, 2007)

Roadway Segment	Improvement	Cost	Max SV			Project Traffic ⁵	Project Traffic as % of Increased Capacity	Proportionate Share
			Before	After	Increase			
I-75 (SR 56 to SR 54) NB	2LF to 4LF	\$34,011,738	2890	6030	3140	311	9.90%	\$3,368,679
I-75 (SR 56 to SR 54) SB	2LF to 4LF	\$33,220,836	2890	6030	3140	225	7.17%	\$2,380,474
Curley Road (SR 54 to Old Curley Road) ^{1 2}	New 4 LD ³	\$27,172,658	1300	4230	2930	2254	76.93%	\$20,903,471
Curley Road (Old Curley Rd to 0.3 miles north of Overpass Rd)	New 4 LD ⁴	\$30,593,718	1300	2810	1510	2254	100.00%	\$30,593,718
**Total Segment Length of 3.04 Miles								
Total Links								\$57,246,342
Total Intersections								\$17,991,039
Grand Total								\$75,237,381

¹ See cost breakdown on Curley_Cost spreadsheet

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE
Epperson Ranch
(Revised October 11, 2007 Using August 2007 FDOT Cost Tables)

Intersection	Required Improvement	Cost	Project Traffic as % of Increased Capacity ¹	Proportionate Share
Phase I Only (2010)				
Curley Road at SR 54	EB Left (second) with receiving lane	\$ 3,779,035	24.75%	\$ 935,246
	SB Right (second)	\$ 711,718	24.75%	\$ 176,138
	WB Right	\$ 711,718	24.75%	\$ 176,138
Curley Road at Wells Road	NB Left (second) with receiving lane	\$ 3,779,035	77.96%	\$ 2,946,055
	Signalization ²	\$ 490,214	77.96%	\$ 382,160
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ²	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	Signalization ²	\$ 490,214		\$ -
Curley Road at Prospect Road	Signalization ²	\$ 400,120	80.19%	\$ 320,851
SR 52 at Curley Road	NB Left	\$ 645,366	10.51%	\$ 67,851
	Signalization ²	\$ 400,120	10.51%	\$ 42,067
SR 54 at SR 581	NB Left (third) ³	\$ 322,683	17.40%	\$ 56,146
	NB Right (second)	\$ 711,718	17.40%	\$ 123,637
	EB through (fourth) 0.4 long	\$ 5,013,871	17.40%	\$ 872,401
SR 54 at Boyette Road	Signalization	\$ 568,556	68.01%	\$ 386,675
PHASE I TOTAL				\$ 6,485,566
Phase I&II Cumulative (2015)				
Curley Road at SR 54	EB Left (second) ²	\$ 645,366	39.89%	\$ 258,082
	2 SB Right (second and third) ⁴	\$ 711,718	39.89%	\$ 284,616
	WB Right	\$ 711,718	39.89%	\$ 284,616
Curley Road at Tyndall Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Left	\$ 645,366		\$ -
	Signalization ²	\$ 400,120		\$ -
Curley Road at Wells Road	NB Left (second) with receiving lane ⁵	\$ 3,133,669	100.00%	\$ 3,133,669
	Signalization ²	\$ 490,214	100.00%	\$ 490,214
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ²	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left ³	\$ -		\$ -
	SB Right ⁴	\$ -		\$ -
	Signalization ²	\$ 490,214		\$ -
Curley Road at Prospect Road	WB Left	\$ 322,683	100.00%	\$ 322,683
	NB Left	\$ 645,366	100.00%	\$ 645,366
	Signalization ²	\$ 400,120	100.00%	\$ 400,120
SR 52 at Curley Road	NB Left	\$ 645,366	29.31%	\$ 189,157
	EB Right	\$ 711,718	29.31%	\$ 208,605
	Signalization ²	\$ 400,120	29.31%	\$ 117,275
SR 54 at I-75 N Ramps ⁶			100.00%	\$ -
SR 54 at SR 581	Overpass	\$ 23,440,904	26.65%	\$ 6,247,001
	NB Right (second)	\$ 711,718	26.70%	\$ 190,029
SR 54 at Boyette Road	EB Left (second) with receiving lane	\$ 3,779,035	100.00%	\$ 3,779,035
	Signalization	\$ 568,556	100.00%	\$ 568,556
Boyette Road at Wells Road	NB Right	\$ 711,718	34.58%	\$ 246,112
	Signalization ²	\$ 400,120	34.58%	\$ 138,361
Morris Bridge Road at Chancey Road	SB Left	\$ 645,366	5.36%	\$ 34,592
	Signalization ²	\$ 400,120	5.36%	\$ 21,446
Prospect Road at Clinton Ave	NB Right	\$ 711,718	38.81%	\$ 276,218
	Signalization ²	\$ 400,120	38.81%	\$ 155,287
PHASES I & II TOTAL				\$ 17,991,039

¹ Project Traffic as a percentage of Increased Service Volume (for Phase I & II - difference between the E+C and the Phase II w/lmp)
² Cost of the receiving lane is included in the Curley Road mainline improvement
³ Cost of turn lane included in cost of Curley Road mainline improvement
⁴ ROW not included in the cost
⁵ Cost of the NB turn lane is included in the Curley Road mainline improvement
⁶ The cost of one SB right turn lane is included in the Curley Road mainline improvement
⁷ Improvements (NB Right and NB Left) are included in the I-75 link improvements
⁸ Signalization cost revised to reflect the FDOT August 2007 Cost Tables; Costs may vary based on the mast arms required
Notes
FDOT August 2007 Specific Costs were used for all calculations, unless project-specific costs were available

Project Impact at Intersections

Road/Intersection	Time Period	Before	After	Increase	Project Traffic	Project Impact	Project Impact Adj
Phase I							
Curley Road at SR 54	AM	6797	8684	1887	467	24.75%	24.75%
Curley Road at Wells Road	AM	517	1134	617	481	77.96%	77.96%
Curley Road at Elam Road	AM	277	751	474	388	81.86%	81.86%
Curley Road at Overpass Road					652	100.00%	100.00%
Curley Road at Prospect Road	PM	366	578	212	170	80.19%	80.19%
SR 52 at Curley Road	PM	0	1246	1246	131	10.51%	10.51%
SR 54 at SR 581	PM	7391	8937	1546	269	17.40%	17.40%
SR 54 at Boyette Road	PM	378	775	397	270	68.01%	68.01%

Phase I&II (Cumulative)

Curley Road at SR 54	AM	6797	9898	3101	1240	39.99%	39.99%
Curley Road at Tyndall Road	AM	216	833	617	664	107.62%	100.00%
Curley Road at Wells Road	AM	517	959	442	1405	317.87%	100.00%
Curley Road at Elam Road	AM	277	470	193	1289	667.88%	100.00%
Curley Road at Overpass Road						100.00%	100.00%
Curley Road at Prospect Road	PM	366	877	511	580	113.50%	100.00%
SR 52 at Curley Road	PM	0	1252	1252	367	29.31%	29.31%
SR 54 at I-75 N Ramps	PM	7270	7796	526	595	113.12%	100.00%
SR 54 at SR 581	PM	7391	11173	3782	1008	26.65%	26.65%
SR 54 at Boyette Road	AM	343	565	222	842	379.28%	100.00%
Boyette Road at Wells Road	AM	161	641	480	166	34.58%	34.58%
Morris Bridge Road at Chancey Road	PM	317	2014	1697	91	5.36%	5.36%
Prospect Road at Clinton Ave	PM	610	1012	402	156	38.81%	38.81%

Signal Costs based on FDOT August 2007 Cost Tables

2-lane mast arm

Total Project Cost = \$400,120

4-lane mast arm

Total Project Cost = \$490,214

6-lane mast arm

Total Project Cost = \$568,556

Curley Road (S.R. 54 to N. of Overpass Road) Revised Proportionate Share Calculation

NEW (Revised using August 2007 FDOT District 7 Costs)

From	To	Segment Length	Project Cost per Segment	Less Int Impr at Overpass	Total Project Cost Per Segment
SR 54	Old Curley Road	1.40	\$27,172,658		\$27,172,658
Old Curley Road	0.3 miles north of Overpass Rd	1.64	\$31,950,802	-\$1,357,084	\$30,593,718

Subtotal:

Curley Road at Overpass Road Intersection Costs		
Delete NB Left		\$ (645,366)
Delete SB Right		\$ (711,718)
Change		\$ (1,357,084)

NOTE: Revised based on Total project cost of \$59,123,460 from County CLP #4060

Date: 10/11/07

S:\DevSvcs Documents\Growth Mgt\DR\IEpperson Ranch DRI\12-4 BCC\DA\Copy of Copy of Exhibit B Prop Share Page 5.XLS\Curley_Cost

REVISED - CR 54/SR 54 at SR 581 Overpass

Item	Const Less Scope Contingency	Amount	Unit	Unit Cost	Cost	Design and CEI	R/W*	Total	Length (Mile)	Cost
4-lane road										
Signing and Signalization	\$16,022,427				\$20,028,033	\$6,008,410	\$22,526,912	\$48,563,355	0.37	\$17,968,441
Retaining Wall		58,500	SF	\$35	\$340,113	\$614,250		\$340,113		\$340,113
Retaining Wall Cap		3,900	LF	\$80	\$2,047,500	\$93,600		\$2,661,750		\$2,661,750
Lighting					\$312,000	\$45,000		\$405,600		\$405,600
Bridge Overpass		11,000	SF	\$170	\$150,000	\$45,000		\$195,000		\$195,000
					\$1,870,000			\$1,870,000		\$1,870,000
TOTAL:										\$23,440,904

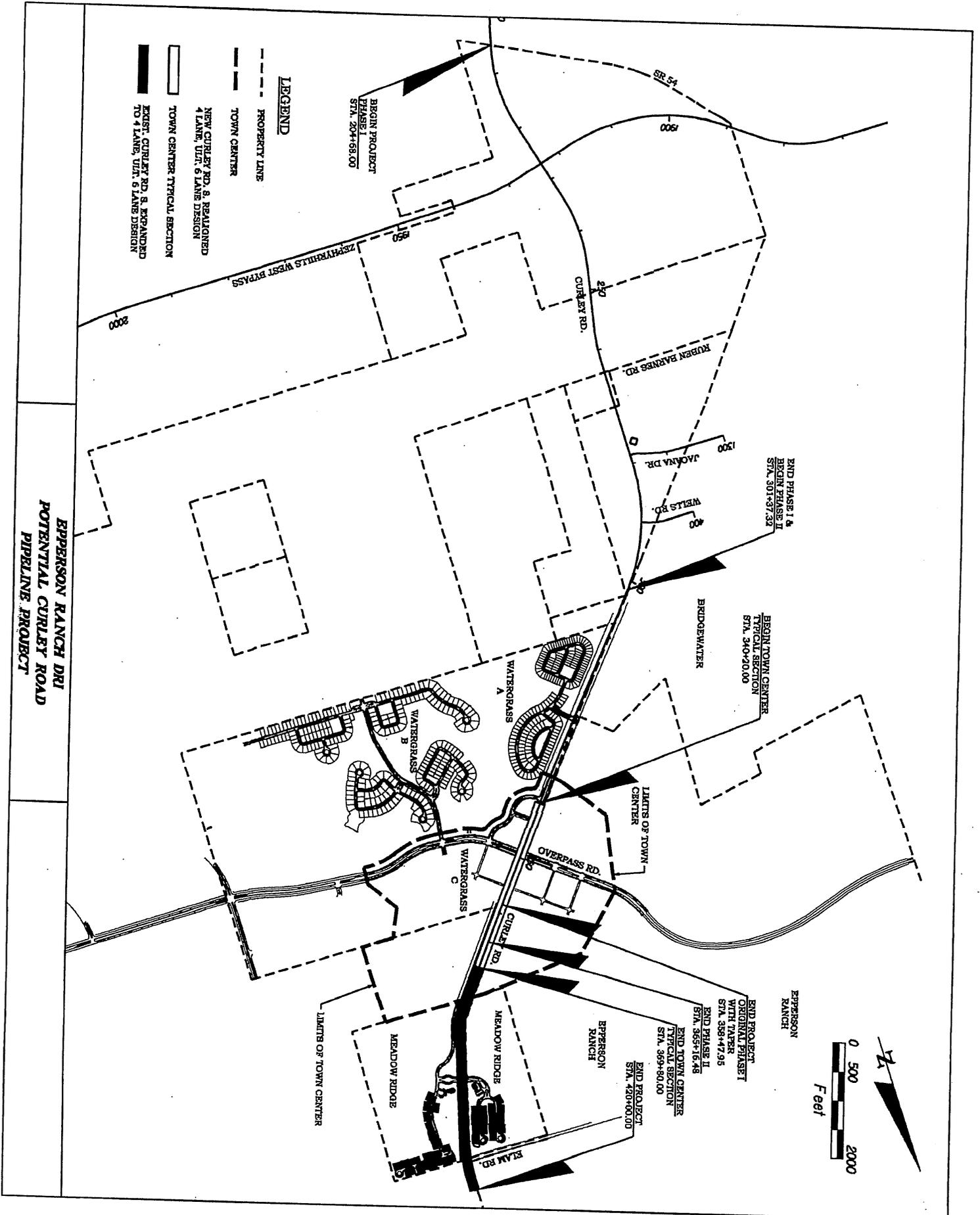
Note: Updated based on August 2007 FDOT District 7 Costs

*R/W Calculated at 120% of "Const Less Scope Contingency" plus \$3.3 million
Design and CEI is 30% of 'Cost'
All other unit and lighting costs estimated by URS Cost Estimators

EXHIBIT C

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

CURLEY ROAD PIPELINE PROJECT



**EPPERSON RANCH DRI
POTENTIAL CURLEY ROAD
PIPELINE PROJECT**

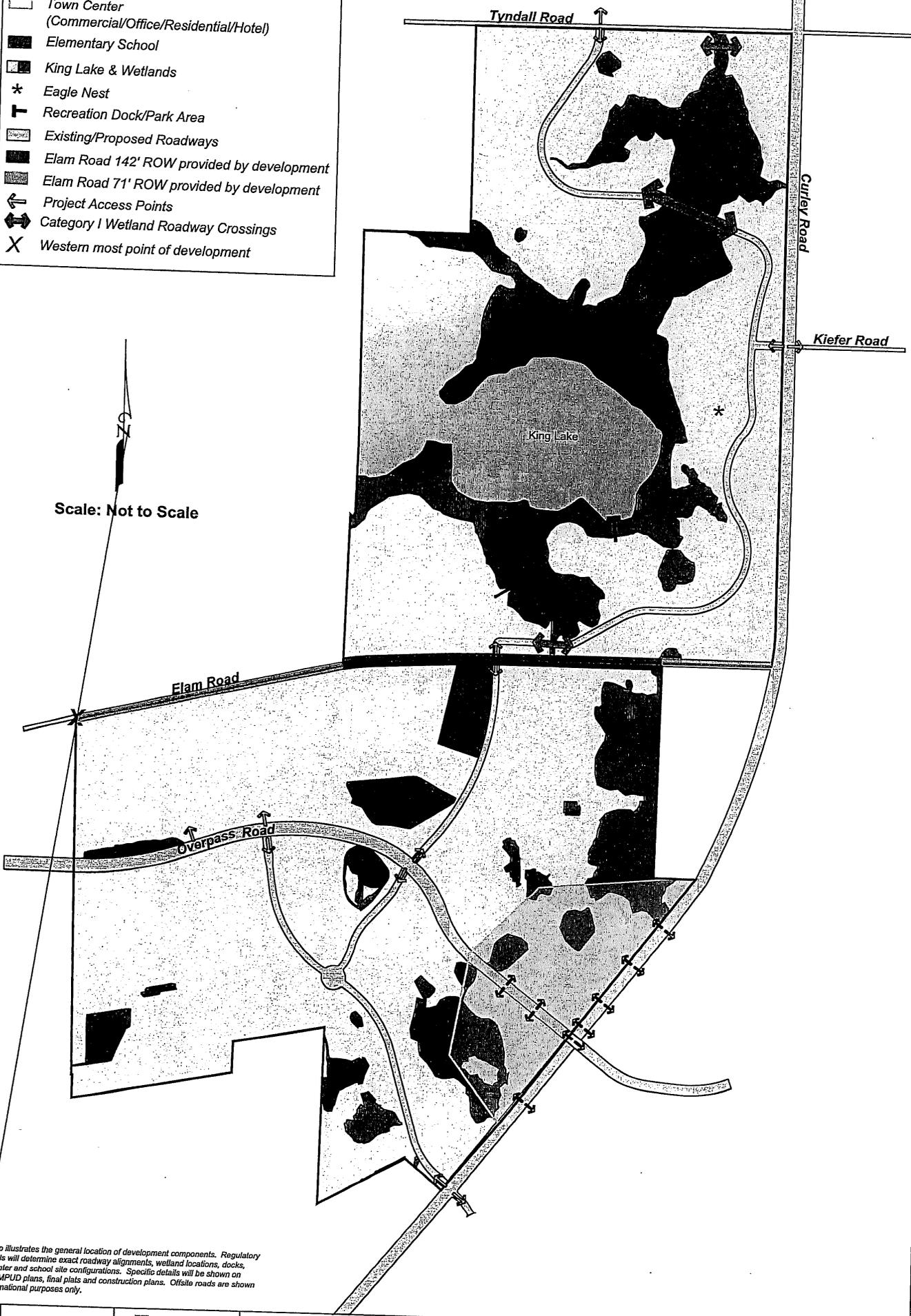
LOC COST CALCULATIONS	Miles	%	Cost	LOC
Phase 1 segment length	1.831	60%	\$ 31,027,099	\$ 38,783,873
Phase 2 segment length	1.208	40%	\$ 20,470,090	\$ 25,587,613
Total	3.04	100%	\$ 51,497,189	

EXHIBIT D

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

ELAM ROAD

- Legend**
-  Epperson Ranch
 -  Residential
 -  Town Center
(Commercial/Office/Residential/Hotel)
 -  Elementary School
 -  King Lake & Wetlands
 -  Eagle Nest
 -  Recreation Dock/Park Area
 -  Existing/Proposed Roadways
 -  Elam Road 142' ROW provided by development
 -  Elam Road 71' ROW provided by development
 -  Project Access Points
 -  Category I Wetland Roadway Crossings
 -  Western most point of development



Note:
This map illustrates the general location of development components. Regulatory approvals will determine exact roadway alignments, wetland locations, docks, town center and school site configurations. Specific details will be shown on County MPUD plans, final plats and construction plans. Offsite roads are shown for informational purposes only.

August 2007

Exhibit D

LENNAR

A Development of Regional Impact
By:

Epperson Ranch Pasco County, Florida

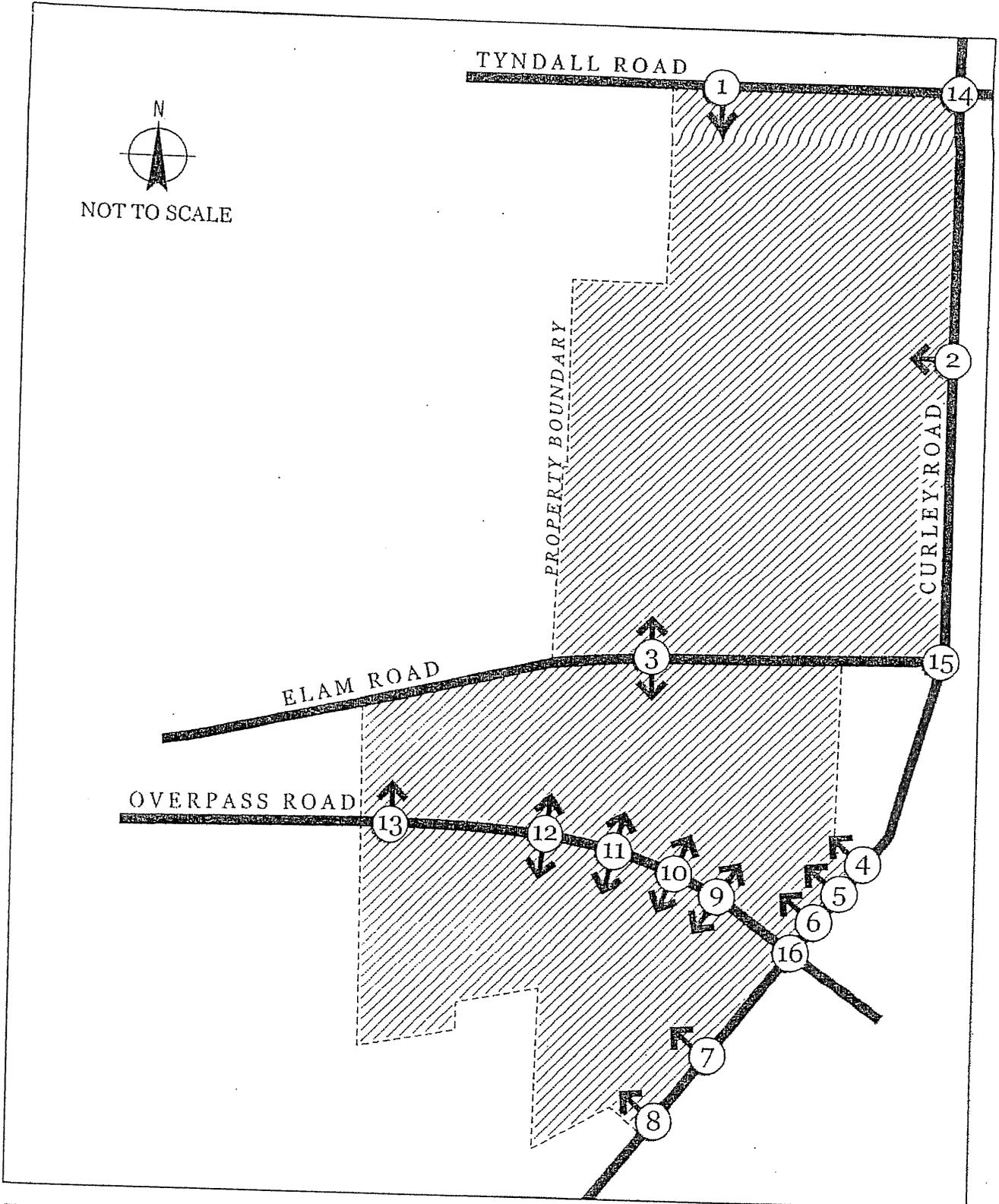
Consultant Team

Biological Research Associates <i>Environmental</i>	Heidt & Associates, Inc. <i>Planning</i>
Figurski & Harrill <i>Legal</i>	Engineering <i>Environmental</i>
Fishkind & Associates, Inc. <i>Economics</i>	Nodarse & Associates, Inc. <i>Geotechnical</i>
Florida Design Consultants, Inc. <i>Transportation</i>	Southeastern Archaeological Research, Inc. <i>Archaeological</i>

EXHIBIT E

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT
SITE-RELATED INTERSECTION IMPROVEMENTS**

MAP 11 11



FD
FLORIDA DESIGN CONSULTANTS, INC.
PLAN_EPPERSON RANCH TRANSPORTATION INTERSECTION LOCATIONS, FIG 1 A1

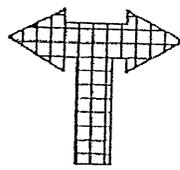
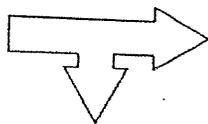
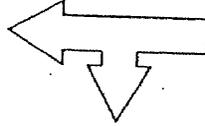
EPPERSON RANCH
Intersection Locations Map
Figure 1

N



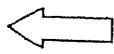
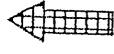
N.T.S.

TYNDALL ROAD



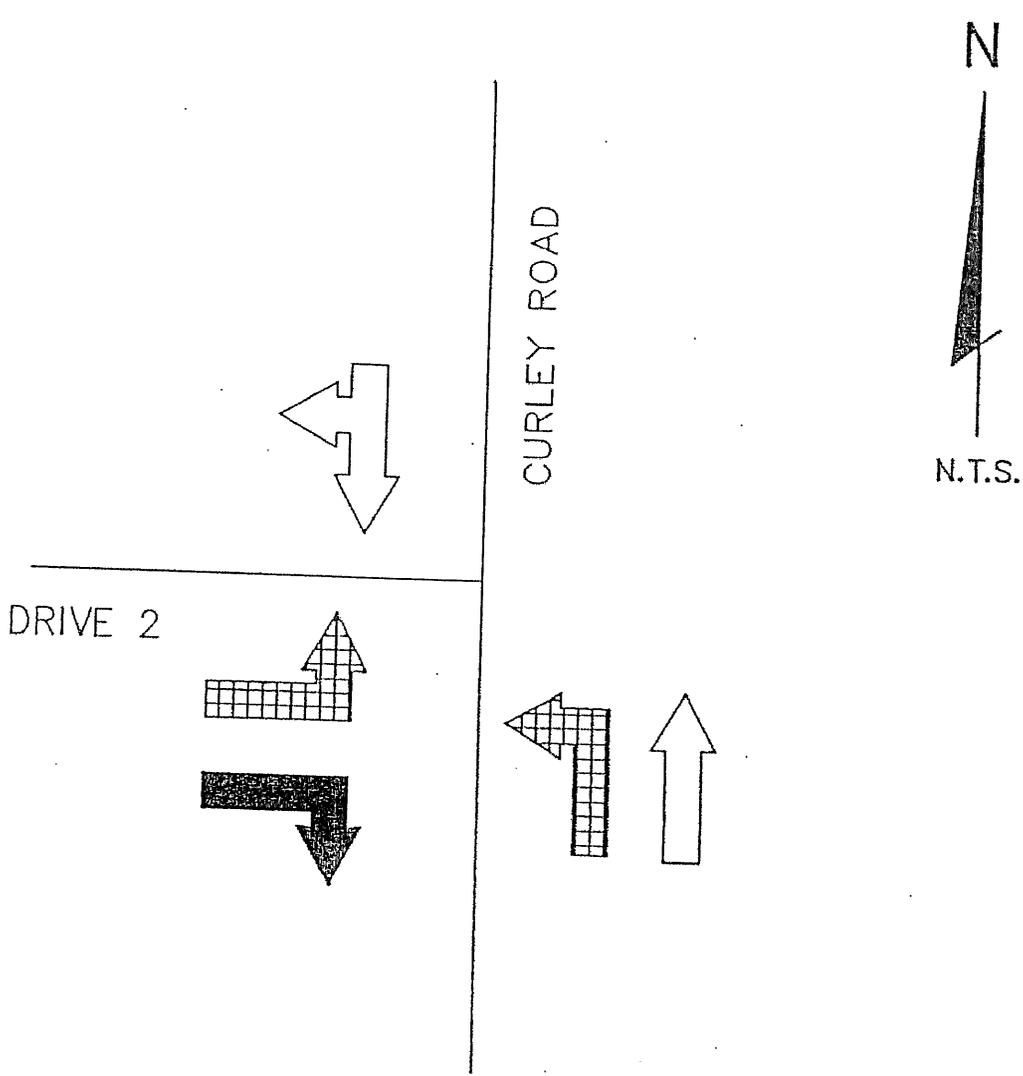
DRIVE 1

LEGEND

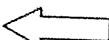
-  EXISTING LANE GEOMETRY
-  PHASE ONE IMPROVEMENT
-  PHASE TWO IMPROVEMENT

I:\137\Intersection Figures\Intersection 1.dwg - May 25, 2006 @ 11:08am - syddalis

DESCRIPTION: INTERSECTION # 1 (SEE FIGURE 1)	PROJECT No.	EPN.
	DATE:	FIGURE:
	DRAWN BY:	
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648	137	2
	5-26-06	
	SMV	

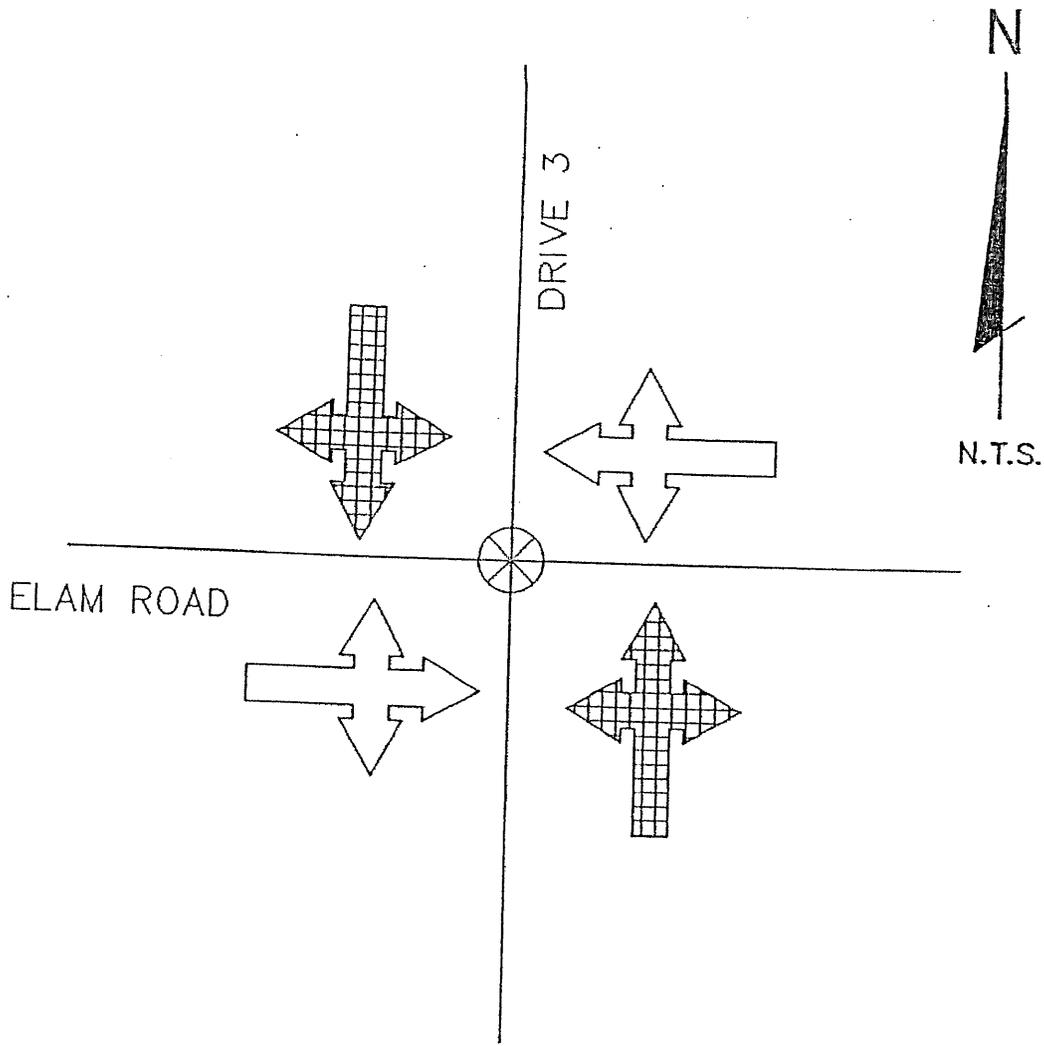


LEGEND

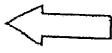
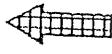
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 2.dwg - May 26, 2006 0:11:00am - avalids

<p>DESCRIPTION: INTERSECTION # 2 (SEE FIGURE 1)</p>  <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	PROJECT No. 137	EPN.
	DATE. 5-26-06	FIGURE. 3
	DRAWN BY. SMV	



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

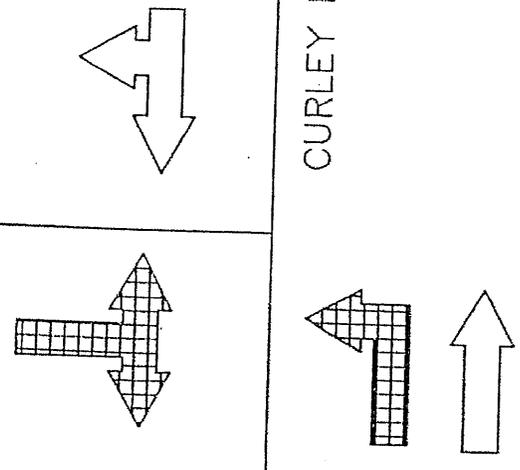
T:\137\Intersection Figures\Intersection 3.dwg - May 26, 2006 @ 11:13am - svddalls

DESCRIPTION:  FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	INTERSECTION # 3 (SEE FIGURE 1)	
	PROJECT No. 137	EPN:
	DATE: 5-25-06	FIGURE: 4
DRAWN BY: SMV		

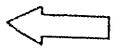


CURLEY ROAD

DRIVE 4



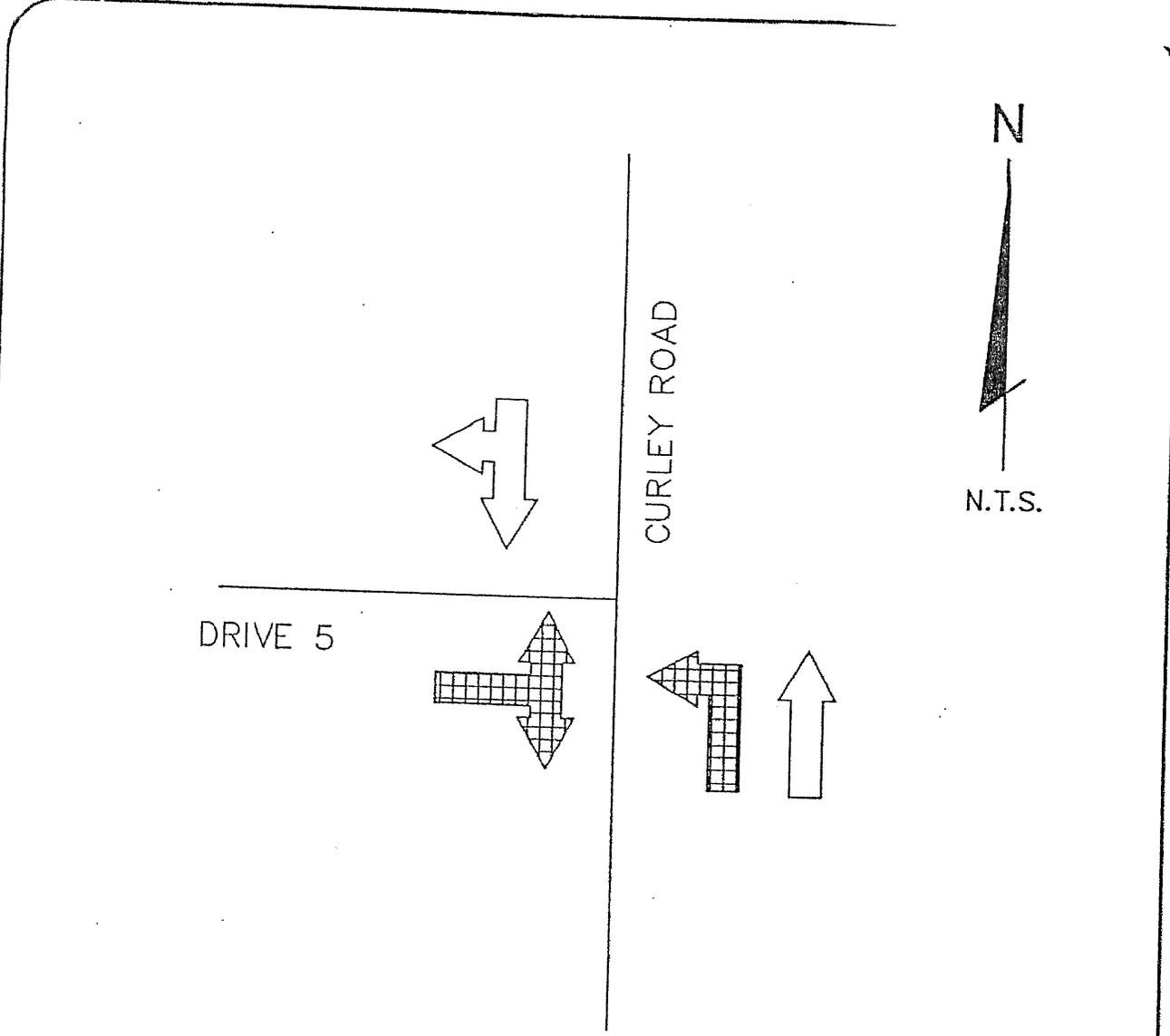
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

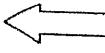
T:\137\Intersection Figures\Intersection 4.dwg - May 31, 2006 @ 9:55am - swd/dals

DESCRIPTION: INTERSECTION # 4 (SEE FIGURE 1)	PROJECT No. 137	EPH.
	DATE: 5-31-06	FIGURE: 5
FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648		DRAWN BY: SMV

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

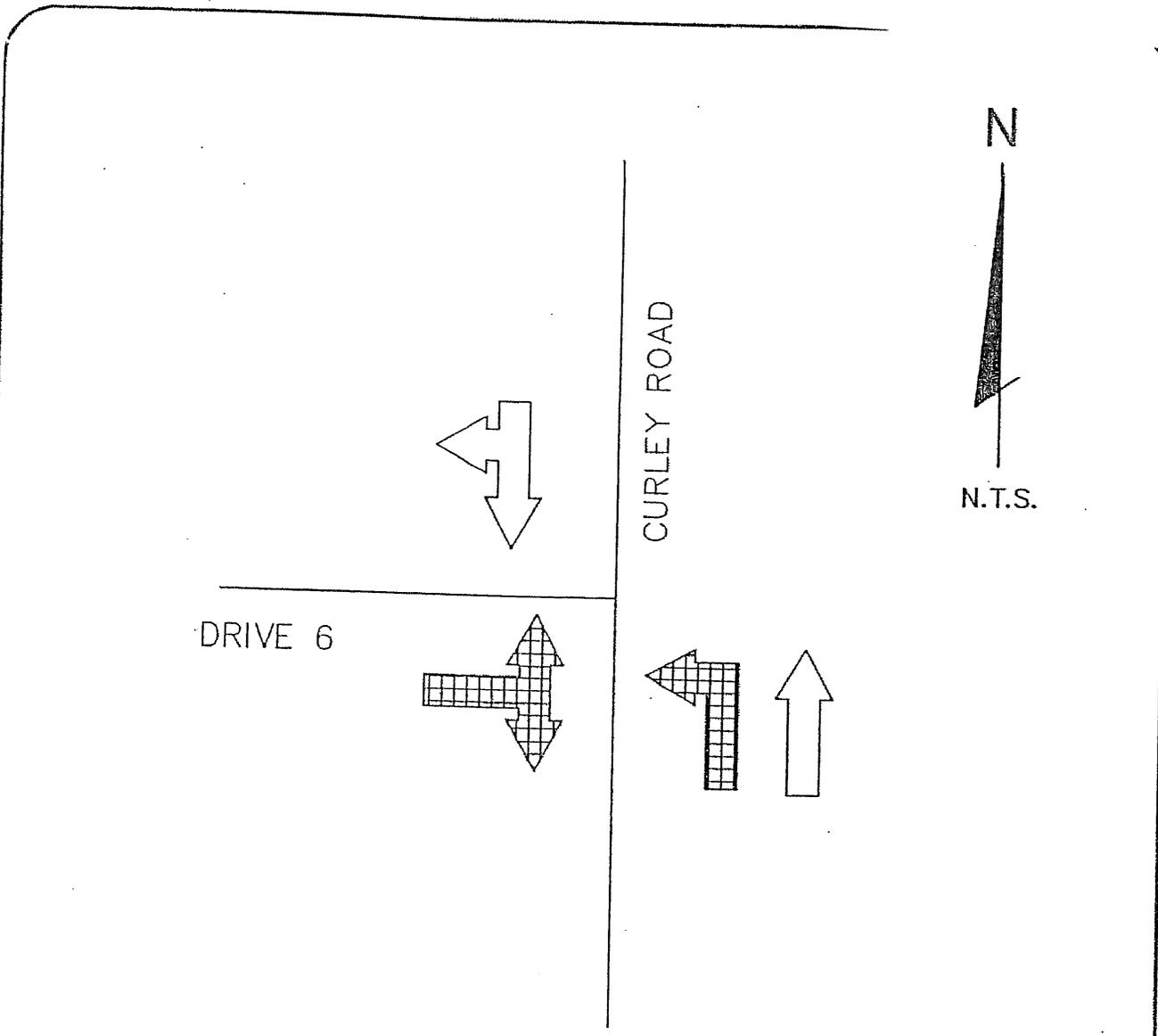


LEGEND

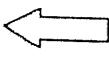
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection_5.dwg - May 31, 2006 @ 9:56am - svl:cd:s

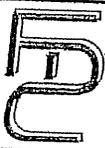
 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	DESCRIPTION: INTERSECTION # 5 (SEE FIGURE 1)	PROJECT No. 137	EPN:
		DATE: 5-31-06	FIGURE: 6
		DRAWN BY: SMV	

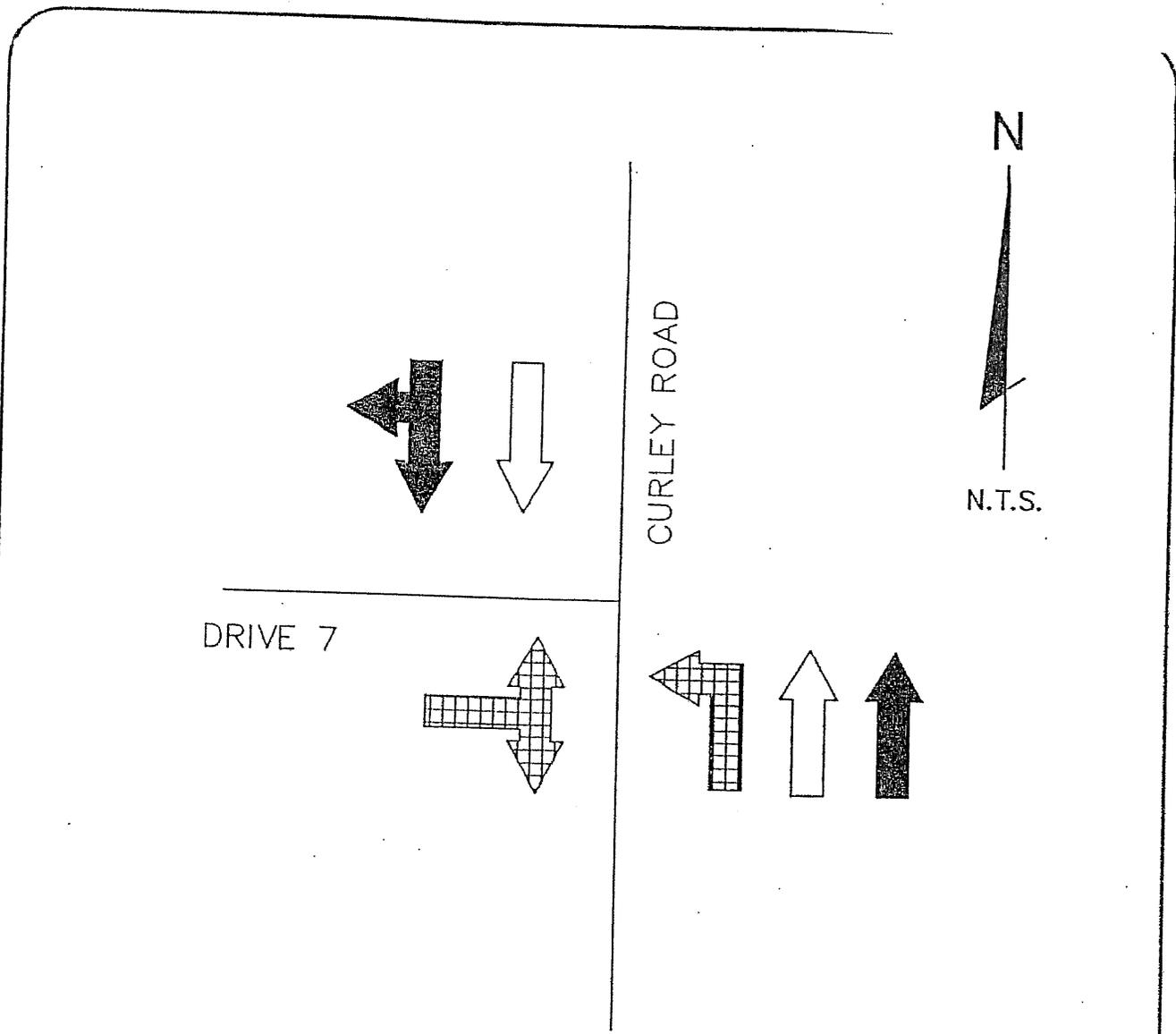


LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 6.dwg - May 31, 2006 @ 9:55am - avidalis

 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	<p>DESCRIPTION: INTERSECTION # 6 (SEE FIGURE 1)</p>	<p>PROJECT No. 137</p>	<p>EPN.</p>
	<p>DATE: 5-31-06</p>	<p>FIGURE: 7</p>	
	<p>DRAWN BY: SMV</p>		

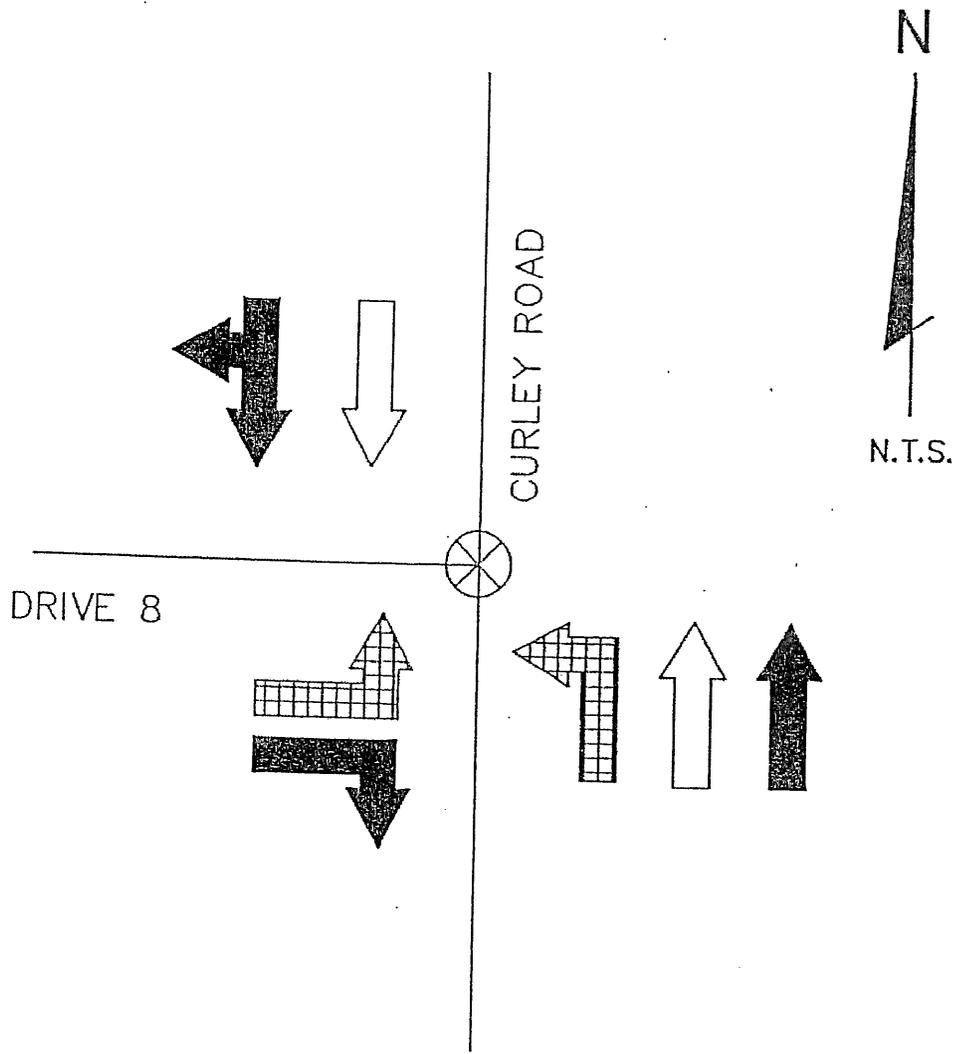


LEGEND

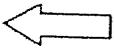
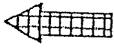
- EXISTING LANE GEOMETRY
- PHASE 1 IMPROVEMENT
- PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 7.dwg - May 31, 2006 9:59am - svd\als

<p>DESCRIPTION: INTERSECTION # 7 (SEE FIGURE 1)</p>	<p>PROJECT No. 137</p>	<p>EPN:</p>
<p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648</p>	<p>DATE: 5-31-06</p>	<p>FIGURE: 8</p>
	<p>DRAWN BY: SMV</p>	

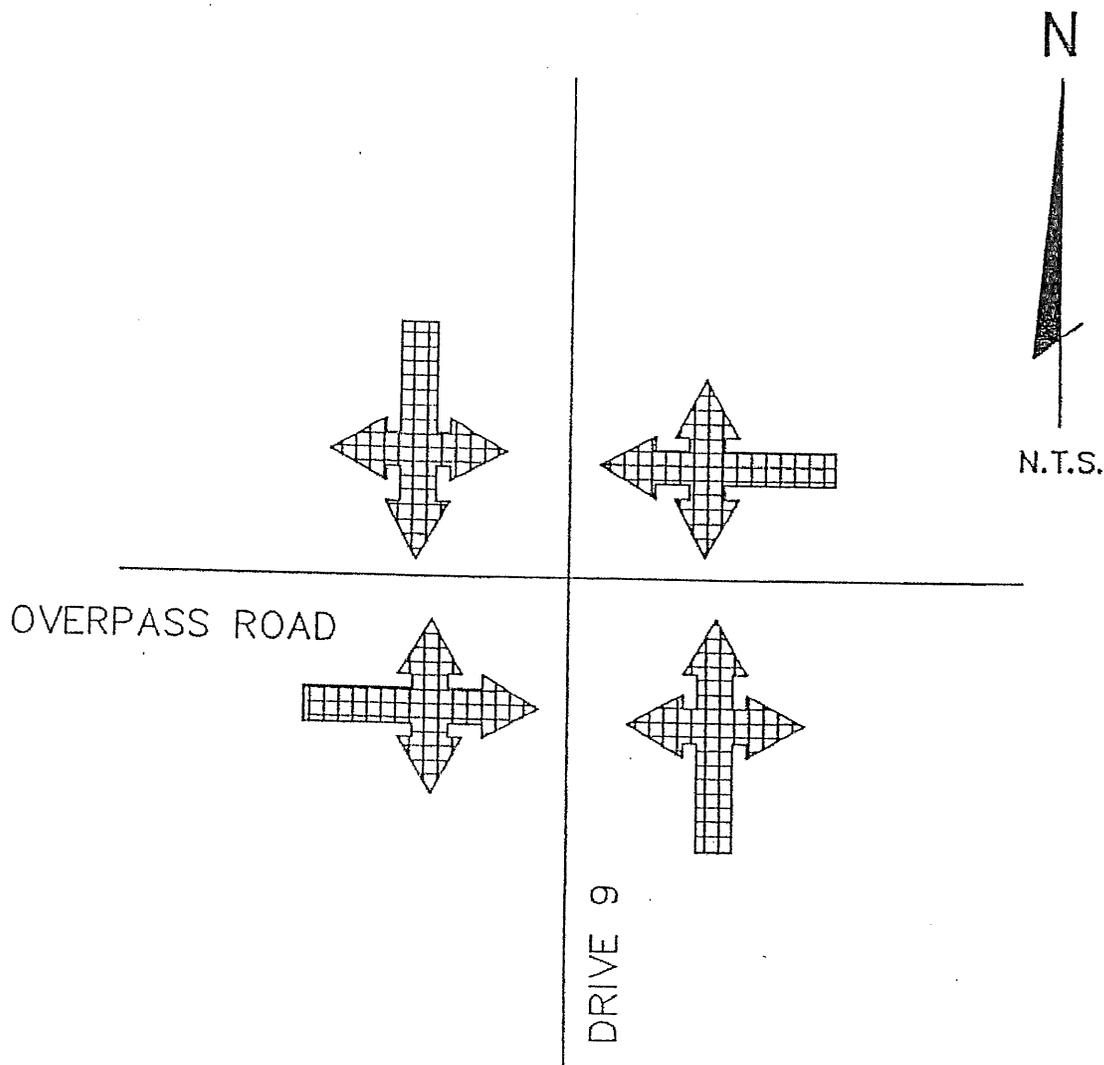


LEGEND

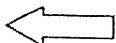
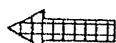
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

T:\137\Intersection Figures\Intersection 8.dwg - May 26, 2006 11:25am - avideis

DESCRIPTION: INTERSECTION # 8 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 649-7586 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE: 9
	DRAWN BY: SMV	

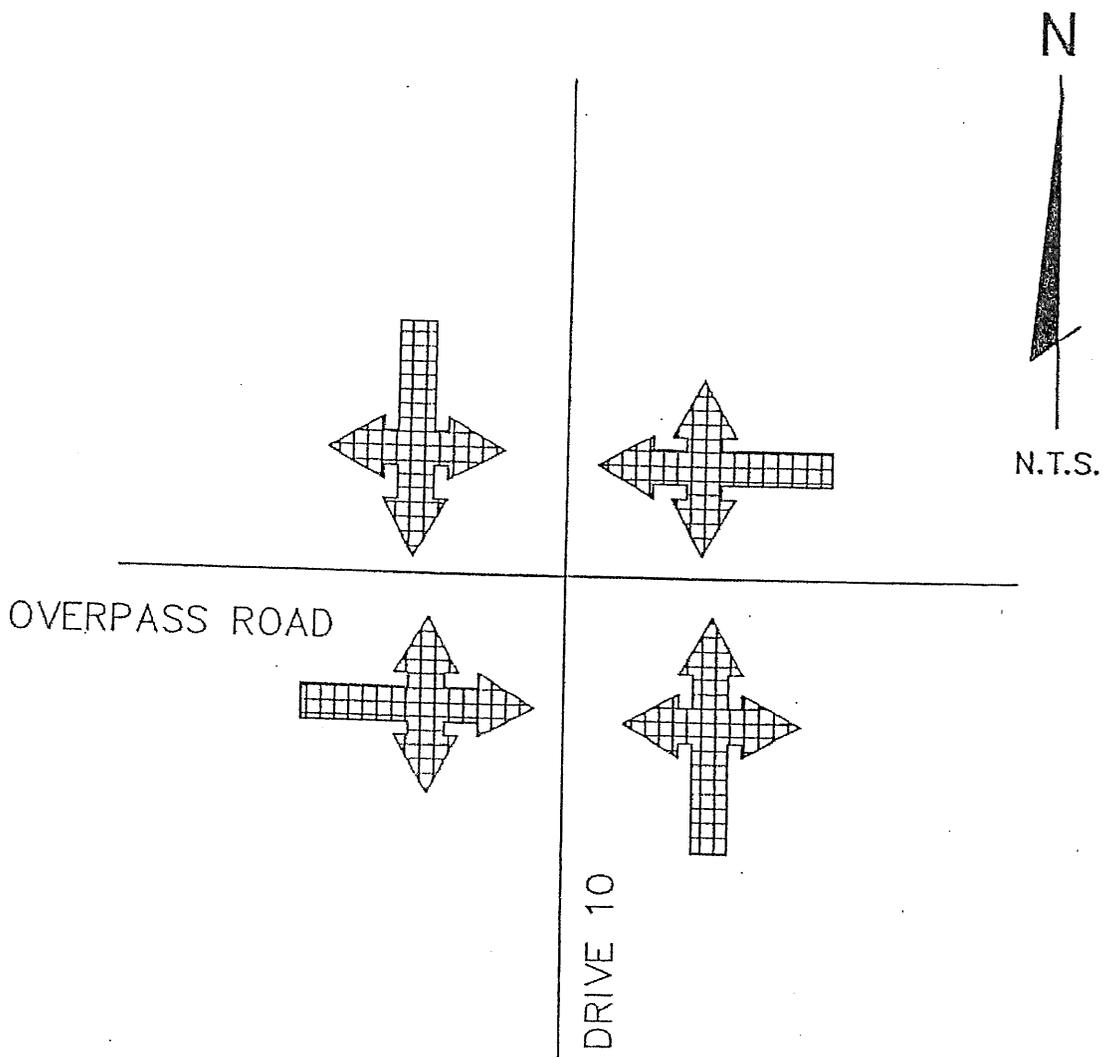


LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 9.dwg - May 25, 2006 11:28am - svd\afis

DESCRIPTION:  FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	INTERSECTION # 9 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE. 5-26-06	FIGURE. 10
		DRAWN BY. SMV	



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 10.dwg - May 26, 2006 11:31am - svd\as

DESCRIPTION:

INTERSECTION # 10 (SEE FIGURE 1)

PROJECT No.
137

EPN.

DATE.
5-26-06

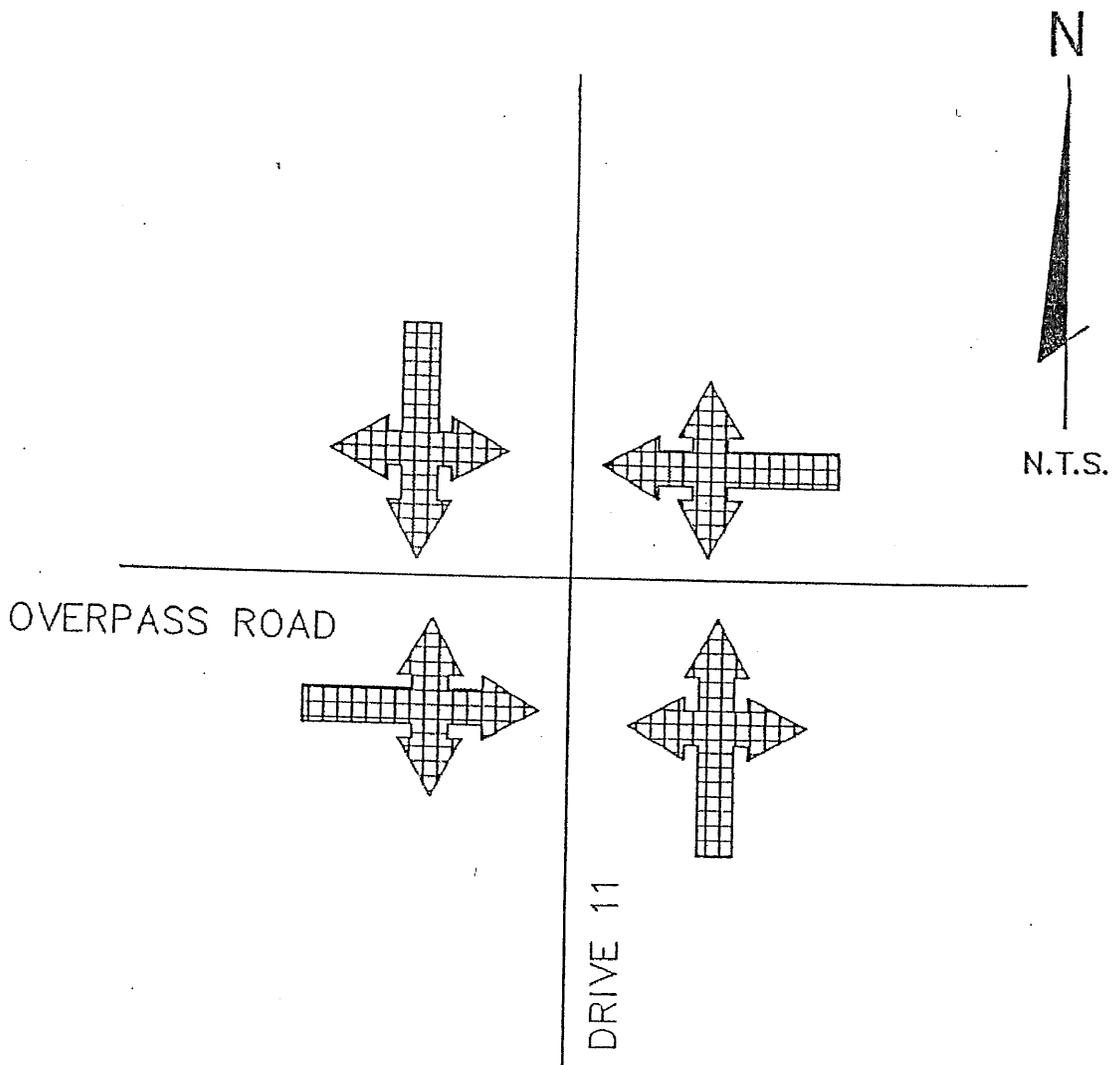
FIGURE.

DRAWN BY:
SMV

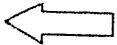
11



FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel. (727) 849-7588 - Fax. (727) 848-3648

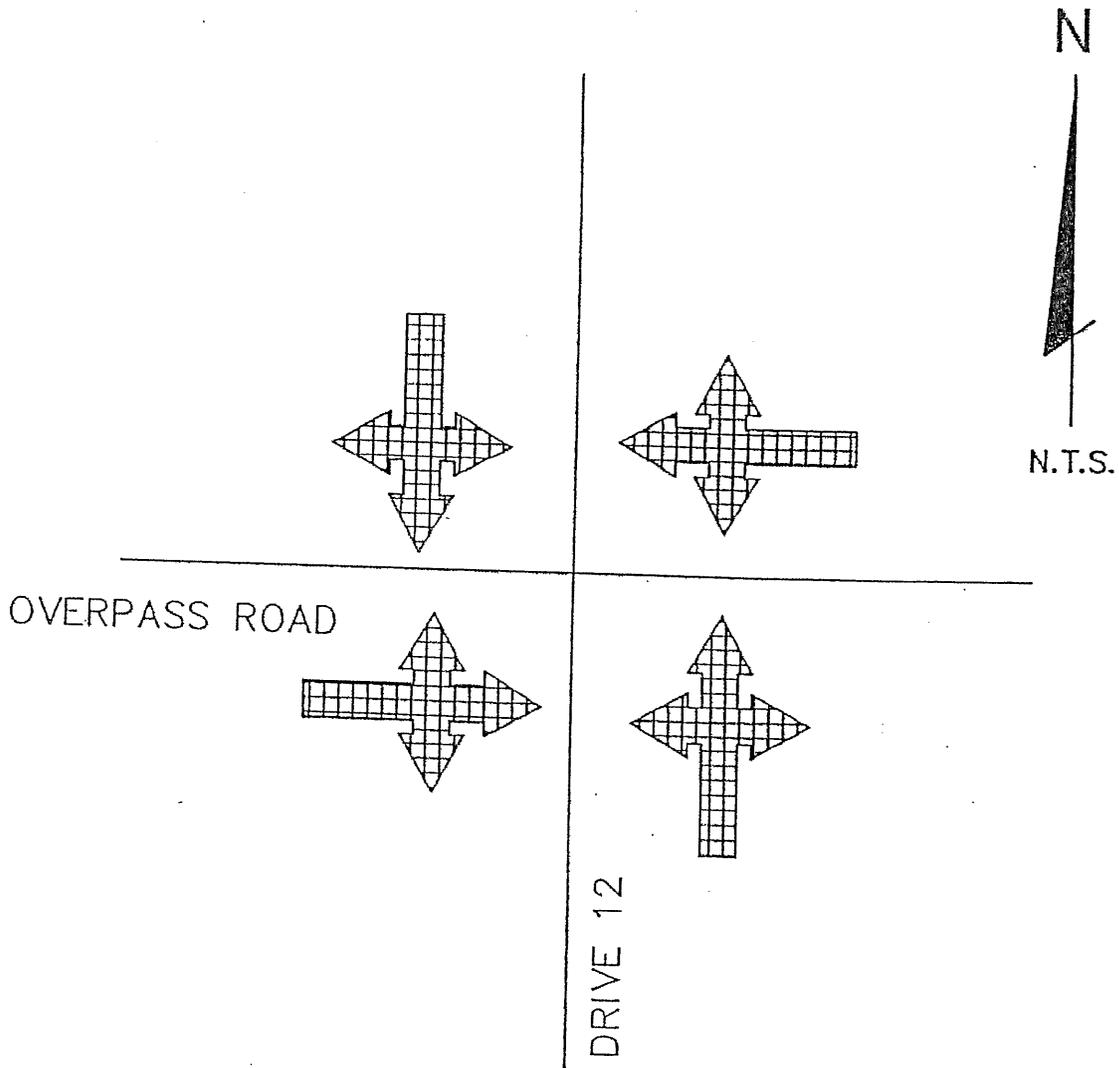


LEGEND

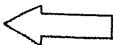
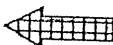
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

E:\137\Intersection Figures\Intersection 11.dwg - May 26, 2006 11:32am - svlaola

DESCRIPTION: INTERSECTION # 11 (SEE FIGURE 1)	PROJECT No. 137	EPN:
	DATE: 5-26-06	FIGURE: 12
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax, (727) 848-3648		
DRAWN BY: SMV		



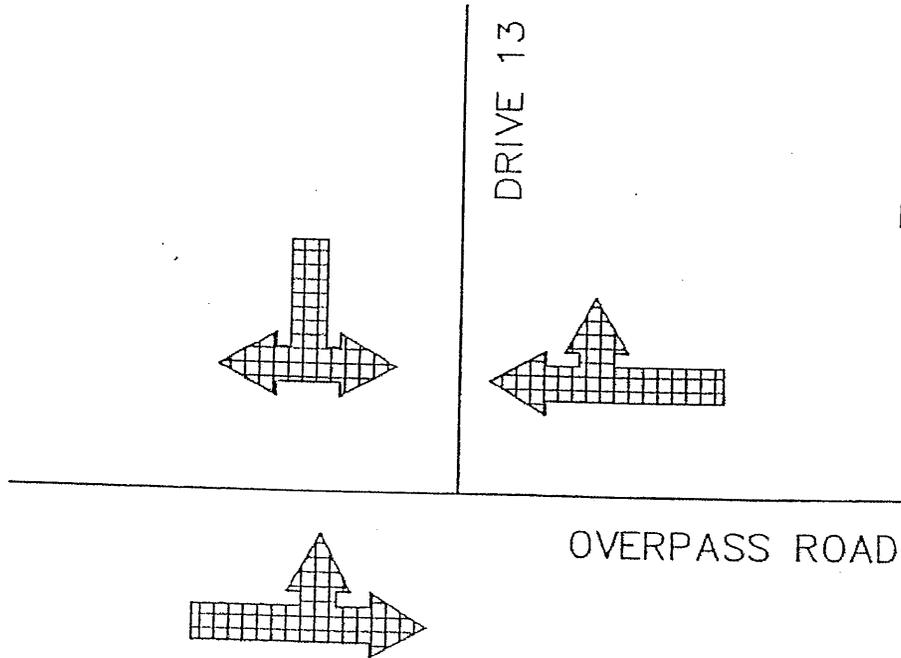
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 12.dwg - May 25, 2006 11:35am - svidor's

DESCRIPTION: INTERSECTION # 12 (SEE FIGURE 1)	PROJECT No. 137	EPN:
	DATE: 5-26-06	FIGURE: 13
	DRAWN BY: SMV	

FD **FLORIDA DESIGN CONSULTANTS, INC.**
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel. (727) 849-7588 - Fax. (727) 848-3648

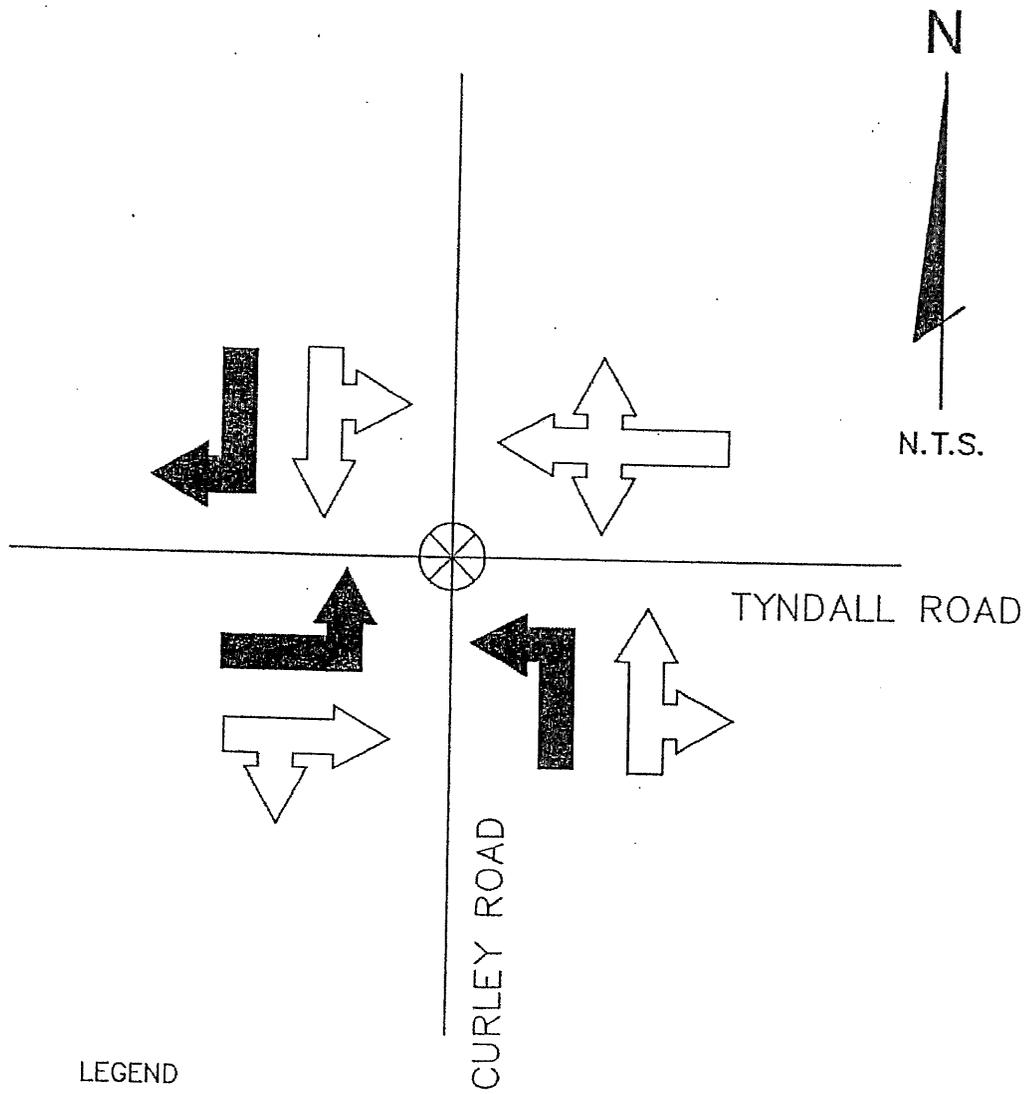


LEGEND

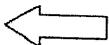
- EXISTING LANE GEOMETRY
- PHASE 1 IMPROVEMENT
- PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 13.dwg - May 26, 2006 11:36am - zvidolis

DESCRIPTION.		PROJECT No.	EPN.
INTERSECTION # 13 (SEE FIGURE 1)		137	
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648	DATE:	FIGURE:	
	DRAWN BY:		5-26-06
	SMV	14	

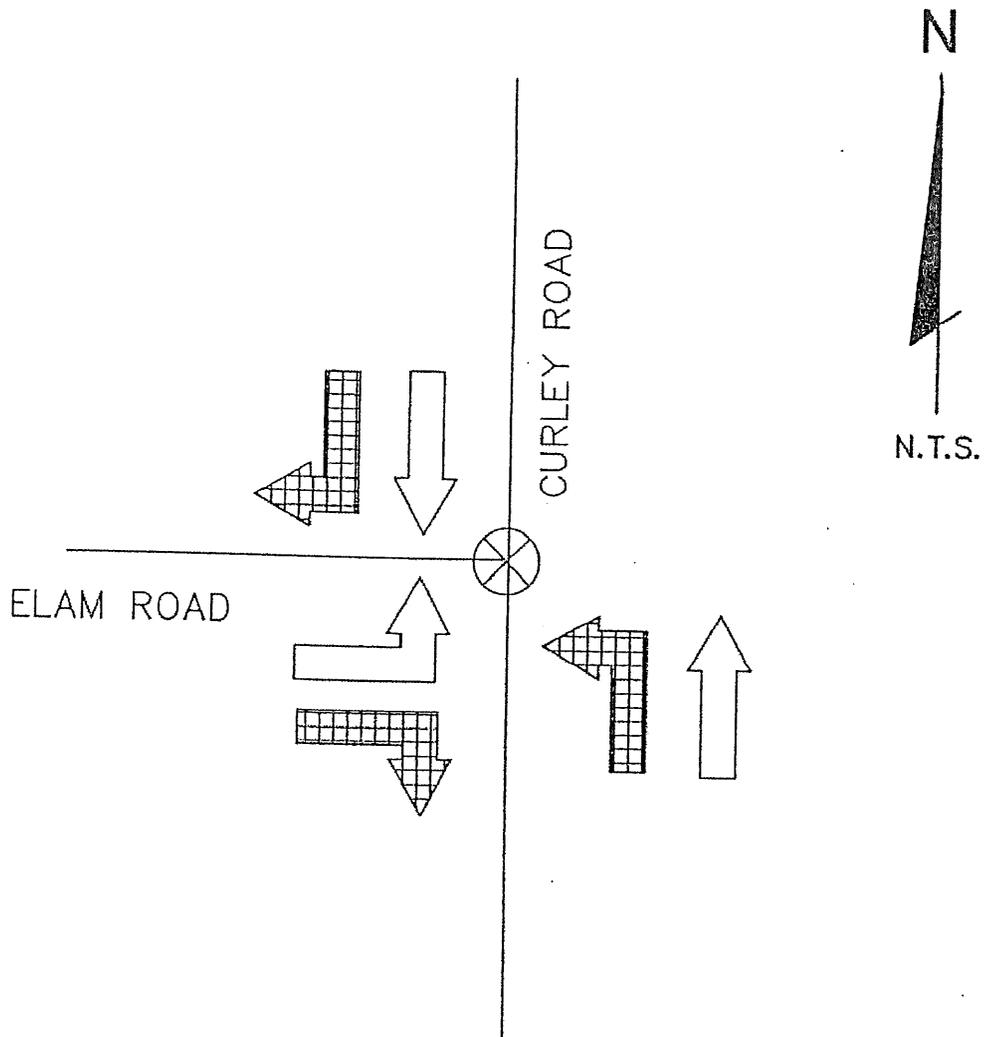


LEGEND

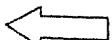
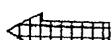
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

T:\137\Intersection Figures\Intersection 14.dwg - Jun 05, 2006 8:58am - svidalis

<p>DESCRIPTION:</p> <p>INTERSECTION # 14 (SEE FIGURE 1)</p>  <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	PROJECT No.	EPN.
	DATE:	FIGURE:
	DRAWN BY:	
	137	
	6-5-06	15
	SMV	

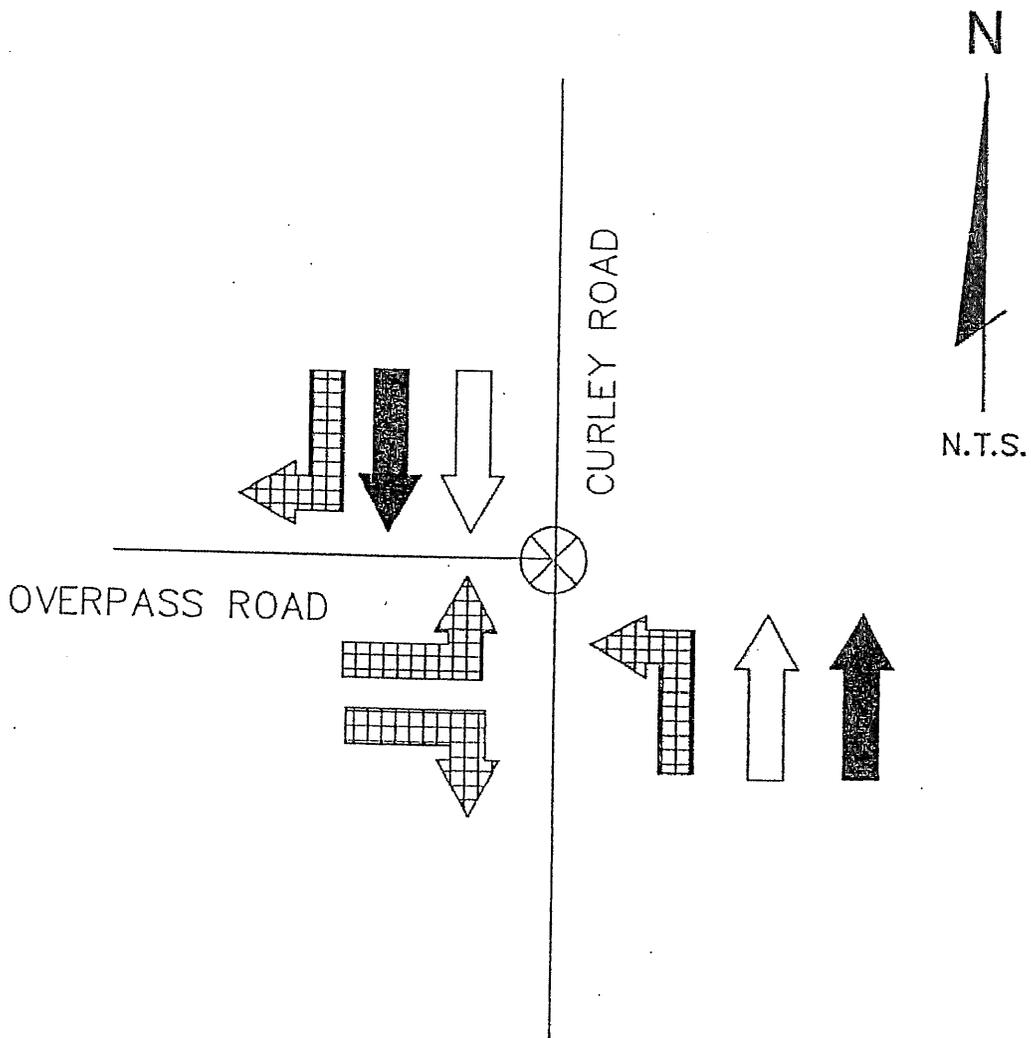


LEGEND

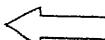
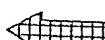
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

I:\137\Intersection Figures\Intersection 15.dwg - Jun 05, 2006 9:06am - avidalis

DESCRIPTION: INTERSECTION # 15 (SEE FIGURE 1)		PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax, (727) 848-3648	DATE: 6-5-06	FIGURE: 16	
	DRAWN BY: SMV		



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

DESCRIPTION: INTERSECTION # 16 (SEE FIGURE 1)	PROJECT No. 137	EPH.
	DATE. 6-5-06	FIGURE. 17
	DRAWN BY. SMV	

FD FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel. (727) 849-7568 - Fax: (727) 848-3648

T:\137\Intersection Figures\Intersection 16.dwg - Jun 05, 2006 9:10am - svdolts

#258



PASCO COUNTY, FLORIDA

NEW PORT RICHEY
DADE CITY
LAND O' LAKES
FAX

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

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

CERTIFIED MAIL NO. 7004 1160 0000 4437 6935
RETURN RECEIPT REQUESTED

November 25, 2009

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

RE: Epperson Ranch - Development of Regional Impact (#258)
Amended and Restated Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Epperson Ranch Development of Regional Impact #258 Amended and Restated Development Order (Resolution No. 10-54), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order was approved by the Pasco County Board of County Commissioners on November 3, 2009.

Sincerely,

Cynthia D. Spidell
Senior Planner & DRI Coordinator

Enclosure

A RESOLUTION ADOPTING AN AMENDED AND RESTATED DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE EPPERSON RANCH DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 258).

WHEREAS, on February 6, 2009, in accordance with Section 380.06(19), Florida Statutes, as amended, Epperson Ranch, LLC, (Developer) has filed a Notice of Proposed Change (NOPC) to the previous Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Epperson Ranch (Project); 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, Florida Statutes, as amended; and,

WHEREAS, the culmination of review pursuant to Section 380.06, Florida Statutes, requires the approval, approval with conditions, or denial of an NOPC; and

WHEREAS, the original development order for the Project was adopted by the Pasco County Board of County Commissioners on November 5, 2008.

WHEREAS, the changes in the NOPC are to 1) extend the Phase 1 and Phase 2 build-out date by a period of seven years (to December 31, 2022) and; 2) extend the Development order expiration date by the corresponding seven year period (to December 31, 2027) and; 3) reduce the proportionate share credit for the Town Center from \$23,740,192.00 to \$11,431,524.00 and; 4) extend the required date for initiating construction of the Curlew Road Pipeline Project/Phase 1 by two years and five months (to June 1, 2014) and the completion thereof by a period of two years, five months and 30 days (to December 31, 2015) and; 5) extend the required date for initiating construction of the Curlew Road Pipeline Project/Phase 2 by one year, six months and one day (to January 1, 2016) and the completion thereof by a period of two years (to December 31, 2017). The Developer has also requested a five (5) year extension in the date by which construction be completed for Curlew Road Pipeline Project through the Town Center (to December 31, 2017) and; 6) require identification of all site-related intersection improvements on the Final Approved Preliminary Site Plan rather than the Map H and; 7) identify entitlements which are eligible for impact fee and/or proportionate share credit by Pasco County and; 8) clarify the Performance and Maintenance Guarantee requirements and; 9) modify the Land Use Equivalency Matrix (Exhibit C) and; 10) Modify the Master Development Plan to reflect the following (a) eliminate the North/South collector road from Elam Road to Tyndall Road and; (b) add project access point from Elam Road and; (c) add project access point from Tyndall Road and; 11) provide for approval of the required Environmental Monitoring Plan by the Pasco County Growth Management Department and; 12) define permitted activities in buffers to be in compliance with the Land

Development Code and; 13) preconstruction breeding surveys to be conducted at “appropriate/Suitable” wetlands and; 14) Transportation Impact Fee credits for dedication of any future transit infrastructure and; 15) clarify timing and dedication of land to Pasco County School Board and; 16) revise schedule for completion of Town Center roads and utilities from 2012 to 2017 (the Proposed Changes).

WHEREAS, on November 25, 2008, the Pasco County Board of County Commissioners adopted amendments to the County’s Concurrency Management Regulations (Concurrency Amendments) to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by one (1) year (the One-Year Extension); and

WHEREAS, on June 23, 2009, the Pasco County Board of County Commissioners adopted a Resolution pursuant to the County’s Concurrency Management Regulations to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by an additional two (2) years (the Two-Year Extension); and

WHEREAS, the Project is eligible for the Two Year Extension subject to the criteria set forth in such Resolution; and

WHEREAS, on September 21, 2009, the Developer requested to reduce the scope of the NOPC to 1) extend the build-out date for the purposes of transportation concurrency, regional, and State review to December 31, 2020 and; 2) clarify location, timing and dedication of land for a school site and related infrastructure requirements, and; 3) provide for approval of the required Environmental Monitoring Plan by the Pasco County Growth Management Department, and; 4) add boat dock limitations, and; 5) define permitted activities in buffers to be in compliance with the Land Development Code, and; 6) revise the Town Center section to ensure consistency with the approved Promenade Town Center Master Plan, and; 7) revise Map H to show changes to the North/South Road internal to the Project and update the land use table to reflect the new build-out date, and; 8) revise standard conditions to the Utilities section and other sections to ensure clarity and consistency with the latest County standard conditions and other typographical corrections (the Revised Proposed Changes); and

WHEREAS, the build-out date extension request from December 31, 2015 to December 31, 2020 for regional and State review purposes is inclusive of a five (5) year build-out date extension which is not a substantial deviation pursuant to 380.06(19) (c), Florida Statutes; and

WHEREAS, the Board of County Commissioners has approved the NOPC as modified by the Revised Proposed Changes on November 3, 2009, and hereby adopts this Amended and Restated Development Order (DO) for the Project, which shall replace and supersede the original development order in its entirety.

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

The NOPC for the Project is approved with conditions, as set forth in the following amended and restated development order (DO), which is hereby adopted by the Board of County Commissioners:

EPPERSON RANCH DEVELOPMENT ORDER

1. General Findings of Fact

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

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

b. The nature, type, scope, intensity, density, costs, and general impact of the Project, as revised, are summarized in the NOPC application, the TBRPC DRI Final Report, and the NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B..

c. The real property (Property) encompassed by the Epperson Ranch DRI is owned by George B. Epperson, Bobbie Epperson, Alpha E. Abbitt, Alpha E. Abbitt Family Trust, James Main Abbitt, Jr., Alice Adeline Abbitt, EPCO Ranch, Inc., and Epperson Ranch, LLC. A description of the said Property is attached hereto as Exhibit C which is made a part of this DO.

d. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are TC (Town Center), RES-3 (Residential - 3 du/ga), and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the RES-3 (Residential - 3 du/ga), CON (Conservation Lands), and TC (Town Center) classifications; and other Goals, Objectives, and Policies of the Comprehensive Plan.

e. The Board of County Commissioners approved an application to amend the zoning from AC Agricultural District to MPUD Master Planned Unit Development on July 14, 2009.

f. On May 1, 2009, the TBRPC notified Pasco County (County) that its NOPC review was complete, that the TBRPC had prepared its NOPC Report, and that the local government should act upon the pending application.

g. The Board of County Commissioners scheduled and held a public hearing on the pending NOPC application on November 3, 2009.

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

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

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

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

l. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the recommendation of the Growth Management Department and the Development Review Committee (DRC).

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. The Epperson 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 DO addresses issues raised consistent with the reports and recommendation of the TBRPC.

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

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

e. The land that is the subject of this DO is not in an Area of Critical State Concern.

f. As conditioned, this DO is consistent with the applicable provisions of the adopted State Comprehensive Plan as amended.

g. The Revised Proposed Changes are not a substantial deviation pursuant to Section 380.06(19)(c) and Section 380.06(19)(e)(2).

3. Approval Stipulations

a. The requirements of and conditions contained in this DO shall regulate the development of the Property. Following the adoption of this DO, all plans for development on the Property shall be consistent with the conditions and restrictions set forth herein. Such conditions and restrictions shall be binding upon all of the Developer's successors in interest to the Property.

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

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

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

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

c. Development of the Epperson Ranch DRI shall also be governed by the applicable standards and procedural provisions of the applicable portions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida Statutes, and the Pasco County Land Development Regulations (including the Land Development Code). 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, 2023, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development Conditions, the Comprehensive Plan, and the Land Development Code shall not constitute downzoning, unit-density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, Florida Statutes, and subject to the Board of County Commissioners separate approval, Community Development Districts (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 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/Concurrency

Phase 1 of this Project is specifically approved subject to the requirements of Section 5(t), Town Center, of this DO and Phase 2 of this Project is specifically approved subject to the requirements of Section 5(u), Employment, of this DO. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation. The reservation/guarantee

of concurrency capacity for transportation shall be through December 31, 2020, for Phases I and II, subject to any extension granted in accordance with the County's Concurrency Management Ordinance and subject to compliance with the transportation conditions of this DO and the DA. The December 31, 2020 date includes the One-Year Extension and the Two-Year Extension. Notwithstanding the entitlement limitations for each phase as set forth herein, the Developer may advance any specifically approved Town Center entitlements or other Limited Exemption entitlements under Section 402.7 of the County's Concurrency Management Ordinance to an earlier phase without the requirement of a Notice of Proposed Change, MPUD amendment, or other amendment to this DO or the approved zoning for the DRI property. Any such advancement shall be reported to the County prior to such advancement and then shall also be reported in the next biennial report for the Project.

b. Effective Date and Duration

(1) The DO for the Epperson 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, if any, associated with the Epperson Ranch DRI.

(2) The effective period of this DO shall be until December 31, 2023, which includes the One-Year Extension and the Two-Year Extension. The effective period may be extended by the Board of County Commissioners. Application for such an 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 Chapter 380.06(19), Florida Statutes.

(3) Development of the Epperson Ranch DRI 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 Phase 2 of the development shall be at the Developer's risk and shall not vest Phase 2 development rights.

c. Commencement of Development

Commencement of development of the Epperson Ranch DRI shall occur within three (3) years after the effective date of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or other vertical development unless otherwise approved by the County.

d. Build-Out of Project

(1) The build-out date of the Project for purposes of transportation concurrency, regional, and State review shall be December 31, 2020 (Build-out Date). The Build-out Date includes the One-Year Extension and the Two-Year Extension.

(2) Any delay in the build-out date beyond December 31, 2020, may require a new transportation analysis in accordance with applicable law as the basis for a DO amendment which may include re-evaluation of the required transportation mitigation, unless such build-out date is extended by the Board of County Commissioners pursuant to Section 402.11.A of the County Concurrency Management Ordinance. The Administrator or the Board of County Commissioners may waive any applicable transportation analysis requirement for any entitlements within the Project that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out date extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as may be amended from time to time.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described elsewhere herein, the Project consists of the approximate area and land uses as described in Table 1.

<u>Table 1*</u>					
<u>Development Category</u>	<u>Phase 1 2020</u>	<u>Phase 2 2020</u>	<u>Build-Out (2020)</u>	<u>Units</u>	<u>Acrest±</u>
RES-3 (Residential - 3 du/ga)					1,246
Residential	1,241	2,208	3,449	du	1,124
Single-Family Detached	400	1,403	1,803	du	
Single-Family Detached Age Restricted	591	585	1,176	du	
Single-Family Attached	250	220	470	du	
Elementary School	1			Acres	15
Wetlands					<u>107</u>
CON (Conservation Lands)					394
Category I Wetlands and King Lake					394
TC (Town Center)					102
Residential	100	356	456	du	31
Single-Family Attached	100	156	256	du	
Multifamily		200	200	du	
Nonresidential					45
Retail**	56,000	153,000	209,000	SF	
Office	15,000	35,000	50,000	SF	
Motel	100		100	Rooms	
Wetlands					26
				TOTAL	1,742±

*Land uses may be exchanged in accordance with the land use equivalency matrix attached as Exhibit E. Land use exchanges from retail or office to residential and land use exchanges from office to retail shall be prohibited.

b. Land Use Development

(1) The submitted traffic analysis assumes retirement, age restricted, 55 and older or 62 and older housing. If the Developer proposes age restricted housing then, prior to the approval of each plat, or where platting is not required, prior to approval of each construction plan, the Developer shall provide the County Attorney's office executed and recorded covenants or deed restrictions that restrict the said plat or construction plan to housing for persons 55 and older or 62 and older, as applicable. If the Developer fails to timely provide the required covenants or deed restrictions or fails to comply with such covenants or deed restrictions, the Developer shall be required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to submit an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older or 62 and older housing; and additional approvals within the development shall be held in abeyance until the County approves the updated traffic study and determines the approved transportation mitigation. The DRC, Board of County Commissioners, or Administrator may impose additional conditions on the Developer based on the updated County-approved traffic analysis.

(2) All deed-restricted dwelling units shall be designated and developed as an adult community pursuant to the assumptions of the Application and Section 760.29, F.S, unless otherwise exchanged to another land use pursuant to the Land Use Equivalency Matrix as described in Subsection c, below. The Developer shall comply with all Federal and State statutes in establishing these deed-restricted communities. Any proposed deviation by the Developer and/or its successors from this status shall be subject to a substantial deviation determination pursuant to Section 380.06(19), Florida Statutes, in which a substantial deviation shall be presumed.

c. 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 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. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Such approval shall not be unreasonably withheld if such request is consistent with the Land Use Equivalency Matrix, this DO, and the Comprehensive Plan as amended. Notwithstanding the foregoing, land use exchanges from retail or office to residential and land use exchanges from office to retail shall be prohibited.

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

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

d. Water Quality and Drainage

(1) Development of the Project 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 County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration wherever feasible. Best Management Practices (BMP) for reducing adverse, water-quality impacts as required by the regulations of the County and other appropriate regulatory bodies shall be implemented, including those which prevent construction-related turbidity. In addition, the Developer shall comply with the following design requirements:

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

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

(c) The 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 most stringent.

(d) Should the Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Developer shall, within seven (7) days after such discovery, 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 plan/preliminary site plan approval.

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

(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 Developer shall develop a detailed hydrologic/hydraulic model, including surface water and groundwater level monitoring, to evaluate the postdevelopment

conditions for review and recommendation by Tampa Bay Water (TBW). Prior to approval of the overall stormwater-management plan, the Developer shall in cooperation with the TBW, County, and SWFWMD propose stormwater design techniques that achieve the intent of this paragraph. 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) No wetland outlet or conveyance, either natural or manmade, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored.

(5) 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 the 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 Developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be addressed by the Developer prior to development.

(6) The stormwater-management system shall be designed to maintain the natural hydroperiod of the receiving wetlands.

(7) Other infiltration techniques will be maximized, such as Low-Impact Development techniques to maintain wetland hydroperiods.

(8) In order to protect surface water quality, stormwater exiting the site shall meet all applicable State water-quality standards.

(9) Environmental Monitoring Plan (EMP), Groundwater and Surface Water

(a) An EMP shall be developed to include a groundwater monitoring program and a surface-water component. The Developer shall ensure the EMP is developed in accordance with Rule 62-4.246(3) and Chapter 62-522.600, FAC, and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW to establish parameters, methodology, sampling frequency, establishment of baseline data, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, TBW and the County's Growth Management Department (a minimum of four [4] copies are required by the County) for review and shall be approved by the County's Growth Management Department prior to any construction activities within the Epperson Ranch DRI. The EMP shall be instituted before commencement of development begins, as defined in the Land Development Code, to provide background data and shall continue to Project build-out. Implementation of the EMP shall not be

deferred or contingent upon approval of an Environmental Resource Permit by the SWFWMD. If reclaimed water for irrigation purposes is used in the future, the EMP will be amended as required by the permit for the use of reclaimed water.

(b) The EMP shall also include a surface-water component to include sampling of those stormwater-discharge points exiting the site and upstream and downstream sampling points within surface -water systems adjacent to the site as described in the EMP.

(c) The monitoring results of the EMP shall be submitted to the FDEP, SWFWMD, TBW, and the County at least annually or more often as may be required in the EMP and shall be included in the biennial report. Should the monitoring results indicate that applicable State water-quality standards are not being met, the results shall be reported to the FDEP, County, TBW, and other appropriate regulatory bodies immediately. In the event the FDEP, SWFWMD, or the County determines 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.

(d) Should the Developer wish to add new land areas to the DRI which have no EMP for groundwater and surface-water monitoring in place at the time of an NOPC submittal, the Developer shall update the EMP and such update shall be submitted to the County, TBW, FDEP, and SWFWMD unless the FDEP or SWFWMD and the County determine that the additional EMP is not necessary.

e. Wellfield Protection

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

(2) Should any noticeable soil slumping or sinkhole formation become evident, the 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.

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

(4) Test or foundation holes as defined in Rule 40D-3.021(8), FAC, shall be drilled by an appropriately bonded, licensed test- or foundation-hole contractor.

(5) All existing wells which have no future use or attempted wells or test foundation holes shall be cement plugged by a licensed, water well contractor (under the SWFWMD Well Abandonment Permit[s]), or by test- or foundation-hole contractor in accordance with Rule 40D-3.041(1), FAC.

(6) An integrated pest-management program shall be implemented to minimize the use of fertilizers and pesticides.

(7) 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 sinkhole formation.

f. 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 the Conservation Element Policy Nos. 2.7.2, 2.7.4, and 2.7.6. Roadway crossings of Category I wetlands shall be limited in number to those crossings as shown on Map H.

(2) The postdevelopment wetlands on-site shall be protected and buffered by natural habitat, swales, and stormwater ponds that are created for stormwater attenuation and treatment. Buffers around on-site, postdevelopment, Category I wetlands shall be maintained and enhanced with native vegetation where appropriate. Prior to preliminary plan/preliminary site plan approval for any increment of construction north of Elam Road where there is a Category I wetland, a plan for buffer enhancement shall be submitted for the increment for approval by the County.

(3) The Developer shall adhere to 25-foot minimum buffers around Category I wetlands. Buffer area uses shall be in accordance with Section 702.7.E, LDC.

(4) The Developer shall minimize the use of wetlands for stormwater treatment consistent with the SWFWMD rules.

(5) Wetland mitigation shall be in accordance with the State of Florida Uniform Mitigation Assessment Methodology regulations.

(6) The Project may not have more than two (2) community boat docks and any residential docks or boat ramps. Motor craft horsepower for boats launched from within the development on King Lake shall be limited to ten (10) horsepower.

g. Floodplains/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the 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, but shall not be constructed in existing wetlands or other protected native habitats identified on Map H.

h. Vegetation and Wildlife

(1) Impacts to Natural Resources of Regional Significance in excess of those reflected in the Application shall only occur if justified pursuant to the *Future of the Region, a Strategic Regional Policy Plan for the Tampa Bay Region*, Policy No. 4.5.2. Mitigation for justifiable impacts to Natural Resources of Regional Significance should meet the ratios set forth in that Policy and Policy 4.5.6.

(2) The 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 State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during Project development that are not identified and addressed in the Application, the Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS) if applicable and implement the recommended measures for species protection in accordance with the requirements of Section 68A 27, FAC.

(3) The Developer shall develop a Bald Eagle Management Plan (BEMP) to establish an appropriate protection zone. Prior to construction plan approval for any construction activity north of Elam Road, the Developer shall provide the County Biologist with a copy of an approved BEMP as approved by the USFWS and FFWCC. All protection zones as identified in the BEMP shall be depicted on the construction plans.

(4) Habitat Management Plan

(a) The Developer shall submit a Habitat Management Plan (HMP) approved by the FFWCC and/or USFWS, as appropriate, or the County, to the County prior to preliminary plan/preliminary site plan approval for any increment of development. The HMP at a minimum shall address the following species:

(i) Preconstruction breeding surveys conducted at all appropriate/suitable wetlands for the Florida sandhill crane. The HMP shall include conservation and mitigation measures for all existing nests found in the Project. These conservation and mitigation measures shall be created in cooperation with the FFWCC and the County.

(ii) A plan for the wood stork roosting area in Wetland No. 18 in the southern portion of the site which plan shall also identify all wood stork rookeries as required by the USFWS. This information shall be compiled in coordination with the USFWS and the County.

(iii) Preconstruction surveys for Sherman's fox squirrels, which shall be conducted during their breeding seasons (May to August and November through January). If nests are found, the FFWCC and the County shall be contacted for review and consultation and the HMP shall include all preconstruction conservation and mitigation measures.

(iv) Preconstruction surveys for southeastern American kestrels as well as preservation and mitigation measures for proposed impacts to habitats potentially utilized by southeastern American kestrels. All survey and habitat delineation methods as well as associated mitigation requirements should follow procedures as described in "Ecology and habitat protection needs of the southeastern American kestrel (*Falco sparverius paulus*) on large-scale development sites in Florida" (Stys, B. 1993. Florida Game and Fresh Water Fish Commission. Nongame Wildlife Program Technical Report No. 13).

i. Air Quality

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

j. Land

(1) BMP, including those identified in the Application, to reduce soil erosion and fugitive dust shall be implemented and shall be employed during site preparation and construction to prevent wind- and water-borne erosion.

(2) Prior to commencing development, the Developer shall provide the Pasco Engineering Services Department, Survey Division, with two (2) pairs of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Developer and the County Surveyor shall mutually determine the location. The 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.

k. Utilities

(1) Water Supply and Wastewater Treatment

(a) The County has determined that the Epperson Ranch DRI is within the County Utilities service area and that the County intends to serve the Epperson Ranch DRI.

(b) The County has determined that capacity exists subject to the County receiving all the necessary permits, approvals and payment of all fees to implement and construct the planned system improvements and plant expansions needed to serve the development, 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 Developer shall construct all water and wastewater facilities within the development to County standards in effect when construction drawings are approved by the County Utilities Services Branch.

(c) The Developer shall provide the Utilities Services Branch with a Utilities Services Plan (USP) for water, wastewater, and reclaimed water, if applicable. The USP shall be reviewed and approved prior to or concurrent with the submittal of construction plans for any phase of development.

(d) Development of the Project shall not result in a LOS for water and wastewater services below the acceptable LOS established in the Comprehensive Plan.

(e) The Developer shall encourage the use of high-efficiency, low-volume appliances and high efficiency low volume irrigation system throughout the Project through development practices and establishment of an educational program. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

(f) The Project shall utilize the lowest quality water reasonably available, suitable, and appropriate for a particular use.

(g) The use and potential use of reclaimed water shall be maximized where available and as determined by the Utilities Services Branch.

(h) Separate lines for irrigation shall be installed in the development during construction unless otherwise established in the Utilities Service Agreement with the County. All reuse connections shall also be metered when they occur.

(i) Local water resources are very limited and to the maximum extent practical, the Developer shall minimize water demand. Water-saving fixtures shall be required in the Project, in compliance with the Florida Building Code. The Developer shall comply with Section 603 of the Land Development Code. The Developer shall encourage 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 used.

(iii) Water meters on all irrigation-system clocks.

(j) Florida-friendly landscaping materials and techniques shall be used throughout the Epperson Ranch DRI so that, once established, the landscape will be prepared for more extreme weather conditions. The Developer shall work with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant-material selection, and irrigation-system installation.

(k) 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.

(l) No septic tanks shall be installed on the Epperson Ranch DRI. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the 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) On June 7, 2007, the Developer provided the County Biologist with a copy of a Phase 1 Environmental Audit prior to approval of the rezoning application. Should the Phase 1 Environmental Audit reveal cattle dipping facilities, a Phase II Environmental Audit shall be initiated with respect to those areas where such facilities were located including, but not limited to, soil and surficial aquifer sampling and analysis to identify the extent of any contamination. A remediation plan approved by all appropriate agencies to correct the contamination shall be submitted to the County prior to any construction activity in those areas where such facilities are/were located.

(b) 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.

(c) Development and operation of the Project shall not cause the LOS for solid-waste collection/disposal to fall 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.

(d) As stated in the Application, it is not anticipated that hazardous or toxic waste will be generated by the Project. The Developer 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.

(e) Solid-waste recycling shall be given a high priority, and a specific recycling plan consistent with Countywide policy shall be submitted prior to the first record plat for the first dwelling unit (du) and shall be approved by the Utilities Services Branch to maximize solid-waste recycling for all types of development within the Epperson Ranch DRI. The implementation and progress of such recycling plan shall be annually and jointly reviewed by the Utilities Services Branch and the Developer, homeowners' association, CDD, or other entity approved by Utilities Services Branch.

(f) 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.

l. Energy

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

(2) All Epperson Ranch DRI 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), Florida Statutes, and Rule 9J-2.045, FAC, the Developer's proportionate-share contribution for those improvement projects listed in Exhibit G is Seventy-Five Million Two Hundred Thirty-Seven Thousand Three Hundred Eighty-One and 00/100 Dollars

(\$75,237,381.00) (Proportionate Share) (February 2007 dollars) which shall vest the Developer for transportation concurrency for 3,419 total p.m. peak hour trips. The County and the Developer agree that the mitigation for Epperson Ranch DRI, Phases 1 and 2, and the satisfaction of the proportionate-share obligation shall be the construction of the required roadway improvements as further defined in the DA attached hereto and incorporated herein as Exhibit I.

Pursuant to Section 402.7 of the County's Concurrency Management Ordinance, the County and the Developer agree that the Project shall be granted a Proportionate Share credit for the Town Center entitlements (50,000 square feet of office, 209,000 square feet of commercial, 100 motel rooms, 200 multifamily du's, and 256 single-family attached du's; as depicted on Map H) in the amount of Twenty-Three Million Seven-Hundred Forty Thousand One Hundred Ninety-Two and 00/100 Dollars (\$23,740,192.00) (Town Center Credit). The Town Center Credit assumes that the Town Center entitlements that comply with such criteria are responsible only for the payment of transportation impact fees (TIF) to address their proportionate-share obligation and shall not be subject to any of the required roadway improvement obligations set forth in the DA, except for site-related improvements in the Town Center. The County shall address the proportionate-share obligation for compliant Town Center entitlements through the application of TIF or other revenue sources toward one or more of the following segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, Curley Road, or other parallel facility or mobility improvements as determined by the COUNTY. Any portion of the Town Center entitlements as listed above, which are developed but are not in accordance with such criteria, shall require payment of a pro rata share of (or identification of a mitigation pipeline for) the Town Center credit to the County. Such payment shall be adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance as amended. Such payments shall be utilized for facility or mobility improvements in the County that benefit one or more of the following road segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, or Curley Road. Such improvements shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule.

(2) The County and the Developer have entered into a DA attached hereto as Exhibit I setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the required roadway improvements. The DA also contains: 1) a schedule for the required Curley Road Pipeline Project to ensure such pipeline project is expeditiously constructed; 2) 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 roadway improvement obligations have been recommenced to the satisfaction of the County; 3) provisions for assistance from the County in the acquisition of right-of-way for the required roadway improvements as needed; 4) requirements for financial performance guarantees to be provided by the Developer to ensure that the required roadway improvements will be

completed in accordance with the applicable schedule; 5) provisions addressing the payment of TIFs and TIF credits; 6) insurance and indemnification requirements; and 7) other provisions as deemed appropriate by the County. Changes to the DA which materially affect the requirements in Subsection (1)(a) above, or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) All access improvements, number of access points, spacing, and geometry of access points shown on Exhibit E of the DA and Map H, attached hereto as Exhibit F, shall be subject to compliance with the provisions of the County's and FDOT's access-management regulations. The Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense. The Developer shall be responsible for construction of all access improvements for the Project shown on Exhibits F and H unless otherwise approved by the DRC prior to or concurrent with construction of the infrastructure improvements to serve 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 the issuance of access permits for the Project, except when 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. The need and analysis for turn lanes, traffic signals, turn lane lengths, and other site access/site-related improvements shall also consider future Project traffic in accordance with a County-approved methodology. These improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or creditable against the TIF requirements of the development.

(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 build-out and shall be submitted to the Growth Management Department annually from the date of commencement and shall also be included in the biennial report.

(b) The monitoring program shall consist of weekday, p.m., peak-hour, directional counts from 4:00-6:00 p.m., with subtotals at fifteen (15) minute increments, at all Project driveways. The sum of the Project-entrance 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. The total p.m. peak-hour Project traffic at the Project-entrance driveways was estimated to be 3,419 (1,950 inbound and 1,469 outbound) which included 101 pass-by and 314 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 biennial report is not submitted in accordance with Section 5.v.(2) of this DO, the County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, 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 event shall be submitted to the County, TBRPC, and FDOT.

(5) Public Transit:

The Developer shall comply with applicable County and the Pasco County Public Transportation Division (PCPT) requirements and ordinances when adopted to accommodate mass transit service to and within the Project. In addition, the County and the Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to the first preliminary plan/preliminary site plan approval for the Project. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including, but not limited to, Overpass Road and Curley Road. Transit amenities shall include: a shelter; a bench; a trash receptacle; a bicycle rack; a sign for bus route information; lighting with a minimum 2.5-foot candle powered by an off-grid power, renewable-energy, power source; landscaping; adequate road configuration for at least one bus at a time to be able to pick up, drop off, and transfer passengers; adequate, clear, line of sight from the front and back of the bus for driver's awareness and traffic and pedestrian safety; and pedestrian walkways to allow access to the bus stop on a clearly defined path from all establishments along Overpass Road. All transit amenities must be in compliance with the Americans with Disabilities Act. The final approval of the design, architecture, and placement of the transit amenities shall be by the County in accordance with the Transit Infrastructure Guidelines. Within the right-of-way of Curley Road at Overpass on the western side, there shall be a reservation of land for one transit amenity. The Developer and its successors shall not refuse the PCPT or any other transit authority or any of their users/patrons access to such facilities.

(6) Transportation Demand Management (TDM) Program:

In the first year following the issuance of the first Certificate of Occupancy (CO) for fifty (50) percent of the office/retail entitlements, the Developer or its successors shall initiate a TDM Program to seek to divert vehicle trips from the p.m. peak hours. The TDM Program shall include a biennial

assessment of the actual achievement of trips diverted from the p.m. peak hours as a result of the program using a methodology approved by the County. Results of the TDM Program shall be included in each biennial report. If the County-approved methodology is utilized, the Developer or its successors shall be entitled to a credit for any documented trips diverted from the p.m. peak hour as a result of the TDM program in any future traffic analysis or monitoring requirement for the Project.

(7) Internal Road Network:

Approval of this DO and Map H shall not constitute County approval of the internal road network which shall be subject to review for compliance with the County's arterial and collector spacing and design standards at the time of rezoning and/or preliminary plan/preliminary site plan approval. Modifications to the internal road network to comply with such standards shall not require an amendment to Map H.

n. Educational Facilities:

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

(2) The Developer shall comply with the terms of the Interlocal Agreement between Pasco County and the District School Board of Pasco County (School District), adopted May 28, 2003, as amended.

(3) The Developer shall convey at no cost to the School District, other than the credits hereinafter described, Property for one (1) school site for development of an educational facility to serve the Epperson Ranch D RI and surrounding developments (School Site).

(a) The School Site shall accommodate an elementary school, adjacent to the Town Center with the specific location approved by the School District and the County. The School Site shall be a minimum of fifteen (15) acres of contiguous, developable uplands if the Developer provides the School Site stormwater off-site, and the Developer shall assume responsibility for the construction and maintenance of stormwater/drainage for the site. Should stormwater be accommodated on the School Site, the School Site shall be a minimum of twenty-two (22) acres of contiguous, developable uplands. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances.

(b) The School Site shall be conveyed to the School District within ninety (90) days of approval of the rezoning unless otherwise required by the School District. The Developer shall provide the School District with a legal description, sketch, and all other conveyance documents, as required by the School District for such School Site, within thirty (30) days of approval of the rezoning unless otherwise approved by the School District. 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) The Developer shall provide all off-site infrastructure as applicable, including but not limited to access roads, intersection improvements, stormwater drainage and utilities (including but not limited to potable water, sewer, electric, cable, and telephone) in accordance with the Land Development Code, the Utility Services Plan, where applicable, 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 2001st nonage-restricted residential unit. In the event the School District decides to commence construction of the school building prior to the first record plat for the 2001st nonage-restricted residential unit, the School District shall provide the Developer a minimum six (6) month written notice regarding the same; whereupon the Developer shall cooperate with the School District to provide both temporary construction water and temporary construction access to the boundaries of the school site. Notwithstanding the foregoing, the obligation to provide the infrastructure to the school site shall remain the obligation of the Developer and/or School District and the County shall have no responsibility to provide such infrastructure.

(d) Landscape buffers shall be provided along all County collector roadways in accordance with the Land Development Code as amended.

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

(f) To the extent necessary, the School District shall provide all necessary consents, easements, approvals, or other permit applications requested by the Developer that are necessary for the Developer to provide roadway, potable water, sewer, and drainage facilities required by this condition.

(g) The Developer shall receive credit against School Impact Fees and concurrency requirements for the foregoing conveyance in the amount of 115 percent of the Pasco County Property Appraiser's value at the time of conveyance if such conveyance shall occur within 120 days of this DO approval date. Should the conveyance occur after 120 days of the DO approval date, the Developer shall receive said credits for the foregoing conveyance in the amount of 115 percent of the Pasco County Property Appraiser's 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. Said credits shall not begin to accrue until such conveyance is complete. If stormwater is accommodated off-site, the credit shall be based on seventeen (17) acres, which includes the fifteen (15) acre site and an additional two (2) acres to

accommodate stormwater off-site. If stormwater is accommodated on-site, the credit shall be based on twenty-two (22) acres or the actual acreage conveyed.

(h) Any request(s) by the Developer to change any of the Developer's deadlines pursuant to this section must be approved by the School District and the DRC or Board of County Commissioners no later than one (1) year in advance of the deadline.

o. Recreation and Open Space:

(1) The Developer shall comply with Section 610.15 of the Land Development Code. The Developer shall also comply with the Parks and Recreation Impact Fee Ordinance No. 02-03 adopted January 29, 2002, as amended and the Neighborhood Parks Ordinance, No. 02-26 as amended.

(2) The Developer shall collocate a neighborhood park with the elementary school described in Paragraph 5(n) above. The location of such park shall be subject to approval by the County and School District and shall be in accordance with Neighborhood Parks Ordinance, No. 02-26 as amended.

p. Health Care/Police/Fire:

(1) The County shall provide fire and emergency medical services to the Project. The Pasco County Sheriff's Office shall provide law-enforcement services to the Project. The Developer shall be required to pay impact fees for all such services as required by County Ordinance.

(2) The Epperson Ranch DRI shall be constructed in compliance with 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 numbers and appropriate locations to accommodate the firefighting operations will be provided.

(3) The Developer shall review the concepts of Firewise Communities (<http://www.firewise.org>) as provided by the Florida Division of Forestry and implement all applicable requirements to the extent practicable and to the extent such requirements do not conflict with the Land Development Code, Sections 602 and 603, as amended.

q. Hurricane Preparedness:

The Developer shall coordinate with the Pasco County Emergency Services Department regarding incorporation of hurricane- and wind-resistant technology into the design criteria of all development. The 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.

r. Housing:

The Developer has completed an Affordable Housing Analysis for the nonresidential component of the Epperson 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.

s. 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 and it is determined that such resources qualify for designation on the Pasco County Register of Historic Resources, the Applicant/Developer shall initiate the designation process pursuant to Section 315 of the Land Development Code.

t. Town Center:

(1) In order to ensure that adequate land is available for the development of the Town Center within the Epperson Ranch DRI, the Applicant/Developer shall set aside a minimum of seventy-six (76) net developable acres for office, commercial space, and up to 456 units of high-density multifamily or attached residential land uses in the Town Center at the intersection of Overpass Road and Curley Road. Any plans submitted for the Town Center shall depict those offices, commercial, and high-density multifamily or attached residential land uses and acreages, and such acreage may not be utilized for any other land use. The Town Center is acknowledged to be a matter of great public importance to the economic well-being of the County and necessary to preserve, within the Curley Road area, adequate land to ensure that as opportunities for commercial and office development arise, land will be available to meet that demand so as to provide employment and shopping opportunities for the residents of the Epperson Ranch DRI and surrounding areas. Any proposed modification or adjustment to the Town Center that would seek to either reduce the total office/commercial square footage approved for the Town Center or utilize the Town Center acreage for other land uses shall not be initiated or applied for by the Developer or any other landowner.

(2) Epperson Ranch DRI shall be required to develop the Town Center and bicycle/pedestrian/roadway network in accordance with the adopted Town Center Master Plan approved by the Board of County Commissioners on July 14, 2009 (Promenade Town Center Master Plan).

(3) Unless otherwise approved pursuant to the Town Center Master Plan, the Developer shall be responsible for designing and constructing all necessary public infrastructure for that portion of the Town Center located within the Epperson Ranch DRI, including all roads, intersections, and utility improvements within the Town Center as follows:

(a) Construction of roads and utility stub-outs for the sections of Overpass Road and Curley Road within the Town Center prior to or concurrent with the first construction plan approval within the Town Center or prior to final plat approval of the 1,001st du (or construction plan approval where no plat is required), or as necessary to serve development in adjacent parcels within the Epperson Ranch DRI, or by December 31, 2017, whichever occurs first.

(b) Construction of roads and utility stub-outs for fifty (50) percent of the Town Center internal grid network as depicted on the Town Center Master Plan prior to final record plat approval of the 2000th dwelling unit, or as necessary to serve development in adjacent parcels within the Epperson Ranch DRI, or prior to December 31, 2018, whichever occurs first.

(c) Construction of roads and utility stub-outs for one hundred (100) percent of the Town Center internal grid network as depicted on the Town Center Master Plan prior to final record plat approval of the 3000th dwelling unit, or as necessary to serve development in adjacent parcels within the Epperson Ranch DRI, or prior to December 31, 2018, whichever occurs first.

(4) Nothing in this section shall prohibit the Developer from seeking a time extension subject to approval by the Development Review Committee and the Board of County Commissioners.

Such improvements shall be designed and constructed in accordance with the approved Promenade Town Center Master Plan.

u. Employment:

Phase 2 is specifically approved but may proceed with development as reflected in Table 1 only if the Pasco Towne Center DRI or other employment-generating development at the S.R. 52 and I-75 Interchange has sufficient housing-to-jobs surplus to compensate for the Epperson Ranch housing-to-jobs deficit.

If the Pasco Towne Center DRI as approved or other approved development at the S.R. 52 and I-75 interchange has insufficient surplus to compensate for the Epperson Ranch DRI housing-to-jobs deficit, then the Developer must establish to the reasonable satisfaction of the County, prior to receiving any development approvals for Phase 2 residential entitlements, that the Epperson Ranch DRI in its entirety can accommodate vertical development that would enable the Project to meet a 1:1 housing-to-jobs ratio. If the Developer cannot so establish that the Project meets the 1:1 housing-to-jobs ratio, then the Developer shall submit an NOPC Application amending the DO to achieve the 1:1 housing-to-jobs ratio through implementation

of any or all of the following techniques: reduction of planned housing, enlargement of nonresidential areas of the DRI, conversion of uses, or other strategies to accomplish the required result. 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 DO and located within five (5) miles from the Project, 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.

v. 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 Developer in accordance with the Rule 9J-2.0252, FAC.

(a) Should the Developer divest itself of all or substantially all of its interest in the Project prior to the expiration of this DO, the Developer shall designate the successor entity to be responsible for preparation of the biennial report.

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

(c) 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 Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolutions(s) and State law.

(d) Should development significantly depart from the parameters set forth in the Application 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 TBRPC, the Project will be subject to substantial deviation review pursuant to Section 380.06, Florida Statutes

(e) Approval of the Epperson Ranch DRI shall, at minimum, satisfy the provisions of Subsection 380.06(15), Florida Statutes, and the following provisions of the FAC, Rule 9J-2.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 9J-2.044, Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 9J-2.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 9J-2.045, Transportation Uniform Standard Rule; and 9J-2.048, Adequate Housing Uniform Standard Rule.

(f) 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.

(2) Procedures:

(a) Biennial Reports:

(i) Monitoring of the Epperson Ranch DRI by the County shall be the responsibility of the Administrator.

(ii) The Developer shall provide a biennial report on the required form to the Growth Management Department, TBRPC, and FDCA on the two (2) year anniversary date of the effective date of this DO and every two (2) years thereafter during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), Florida Statutes, and Section 9J-2.025(7), FAC, and shall include all additional data and information, as required in this DO.

(iii) If the biennial report is not submitted within sixty (60) days after the due date, the County shall notify the 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), Florida Statutes, as amended, until a public hearing has been held pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

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

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

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

3) A synopsis of all DRI and zoning amendments.

4) A synopsis of ownership (major parcels).

5) A list of DRI/DO Conditions of Approval and whether the Developer has met the conditions.

(b) Amendments/Substantial Deviations:

(i) Proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), Florida Statutes, 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 Developer to the TBRPC, FDCA, and County.

(c) Notice of Adoption

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

(ii) The Clerk to 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 Growth Management Department, New Port Richey. The Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

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

(3) Severability

Each provision of this DO is material to the Board of County Commissioners' approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the resolution shall be suspended until such time that the Board of County Commissioners modifies the DO to address the illegal or invalid provision; provided; however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of 1) DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO; or 2) any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the resolution shall not be suspended if the Applicant/Developer and all affected successors or assigns agree to abide by all of the provisions of the resolution until an NOPC is adopted to modify the DO in order to address the illegal or invalid provision. NOPCs to the DO shall not be considered challenges to the DO, and decisions by the BCC regarding any NOPC or the like shall not have the effect of suspending the DO under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this resolution and the challenged portion of the resolution is subsequently declared illegal or invalid, the resolution shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal.



DONE AND RESOLVED this 3rd day of November, 2009.

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

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

John Harris
CHAIRMAN

APPROVED
NOV 03 2009
BOCC

EXHIBITS

- A. Application (ADA* and Sufficiency Responses)
- B. TBRPC DRI Final Report* and NOPC Report
- C. Legal Description
- D. Developer's Commitments
- E. Land Use Equivalency Matrix
- F. Map H - Master Plan
- G. Transportation Impact Summary and Proportionate-Share Calculation
- H. Site-Access Related Improvements* - See Exhibit E of DA
- I. Development Agreement

*Incorporated by reference only

EXHIBIT A

**APPLICATION FOR DEVELOPMENT APPROVAL
SUFFICIENCY RESPONSES**

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

(on file with the Pasco County Growth Management Department)

EXHIBIT B

**TAMPA BAY REGIONAL PLANNING COUNCIL
DRI FINAL REPORT* and NOPC REPORT**

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

***on file with the Pasco County Growth Management Department**



Tampa Bay Regional Planning Council

NOPC

Notice of Proposed Change Report

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

DRI #258 - EPPERSON RANCH PASCO COUNTY

On February 6, 2009 (dated February 5, 2009), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was received on April 1, 2009 (dated March 31, 2009). The following provides a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

On December 3, 2008, the Pasco County Board of County Commissioners rendered to the Tampa Bay Regional Planning Council (TBRPC) Resolution No. 09-38, a Development Order adopted on November 5, 2008. The Development Order granted specific approval for both phases of a 1,742± acre predominantly residential development located in central Pasco County. The development is situated along the western side of Curley Road, between S.R. 52 and S.R. 54, east of I-75 as graphically depicted on *Map 1*. As stated in the phasing schedule (below), the project is scheduled to consist of 3,905 residential units, 209,000 sq. ft. of Retail, 50,000 sq. ft. of Office, and 100 Motel rooms upon completion in 2015.

The approved project phasing schedule is as follows:

LAND USE	PHASE 1 (Thru 2015)	PHASE 2 (Thru 2015)	TOTAL
RESIDENTIAL (UNITS)	1,341	2,564	3,905
Single-Family Detached	400	1,403	1,803
Single-Family Detached*	591	585	1,176
Single-Family Attached	350	376	726
Multi-Family	0	200	200
RETAIL (SQ. FT.)	56,000	153,000	209,000
OFFICE (SQ. FT.)	15,000	35,000	50,000
MOTEL (ROOMS)	100	0	100

* - Age Restricted

PROPOSED CHANGES UNDER THIS NOPC

The applicant has requested the following modifications to the Development Order:

- extend the Phase 1 and Phase 2 buildout date by a period of seven years (to December 31, 2022);
- extend the Development order expiration date by the corresponding seven year period (to December 31, 2027);
- reduce the proportionate share credit for the Town Center from \$23,740,192.00 to \$11,431,524.00;
- extend the required date for initiating construction of the Curlew Road Pipeline Project/Phase 1 by two years and five months (to June 1, 2014) and the completion thereof by a period of two years, five months and 30 days (to December 31, 2015);
- extend the required date for initiating construction of the Curlew Road Pipeline Project/Phase 2 by one year, six months and one day (to January 1, 2016) and the completion thereof by a period of two years (to December 31, 2017). The Developer has also requested a five-year extension in the date by which construction be completed for Curlew Road Pipeline Project “through the Town Center” (to December 31, 2017);
- require identification of all site-related intersection improvements on the Final Approved Preliminary Site Plan rather than the Map H;
- identification of entitlements which are eligible for impact fee and/or proportionate share credit by Pasco County;
- clarify the Performance and Maintenance Guarantee requirements;
- modify the Land Use Equivalency Matrix (Exhibit C);
- Modify the Master Development Plan to reflect:
 - eliminate the North/South collector road from Elam to Tyndall Roads
 - add project access point from Elam Road
 - add project access point from Tyndall Road
- provide for approval of the required Environmental Monitoring Plan by the Pasco County Growth Management Department;
- define permitted activities in buffers to be in compliance with the Land Development Code;
- preconstruction breeding surveys to be conducted at “appropriate/Suitable” wetlands;
- Transportation Impact Fee credits for dedication of any future transit infrastructure;
- clarify timing and dedication of land to Pasco County School Board;
- revise schedule for completion of Town Center roads and utilities from 2012 to 2017.

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

Subsections 380.06(19)(c), 380.06(19)(e)2.d. and 380.06(19)(e)3., F.S. identify the provisions applicable to this proposal. These citations respectively read as follows:

“... An extension of the date of buildout, or any phase thereof, of more than 5 years but not more than 7 years shall be presumed not to create a substantial deviation... Any extension of the buildout date of a project or a phase thereof shall automatically extend the commencement date of the project, the termination date of the development order, the expiration date of the development of regional impact, and the phases thereof if applicable by a like period of time.”

“changes in the configuration of internal roads that do not affect external access points” are not substantial deviation. However, by contrast, the addition of access point(s) would be presumed to create a Substantial Deviation.

“Except for the change authorized by subsubparagraph 2.f., any addition of land not previously reviewed or any change not specified in paragraph (b) or paragraph © shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence.” [underlined to express emphasis]

DISCUSSION

The following statements serve as representations made by, or on behalf of, the applicant or are statements or recommendations made by Tampa Bay Regional Planning Council staff. These references/recommendations were relied upon by the Tampa Bay Regional Planning Council to determine that no further information would be required in conjunction with the current proposal:

1. Describe review period request..
2. *“In exchange for additional Transportation Impact Fee Credits, the applicant has agreed to extend the Curley Road pipeline project by an additional 0.31 miles bringing the total cost of the Pipeline Project to \$63,805,857.00... The difference between the project proportionate share (\$75,237,381.00) and the cost of the Pipeline Project (\$63,805,857.00) results in a reduced Town Center Credit amount of \$11,431,524.00.”* (March 31, 2009 correspondence/Page 3/Response to TBRPC #1.b.)
3. The Applicant has requested an extension for initiating and completing the Curley Road Pipeline Project/Phase 1 due to the delays in project approval and current economic conditions. (March 31, 2009 correspondence/Page 3/Response to TBRPC #1.c.)
4. The Applicant has additionally requested an extension of Curley Road Pipeline Project/Phase 2 for the same reasons stated in #3 (above) and also indicated that such request is appropriate in order for construction to coincide with development of the Town Center, which is slated for Phase 2. (March 31, 2009 correspondence/Page 4/Response to TBRPC #1.d.)
5. The County has agreed to delete the following, formerly requested, Development Order modification (March 31, 2009 correspondence/Page 3/Response to TBRPC #1.e.):

“extend the County’s deadline for notification of Contract with another Developer for construction of any portion of the Curlew Road Pipeline Project “from June 30, 2013 to no earlier than June 30, 2015”
6. *“Applicant is requesting Transportation Impact Fee Credits for actual reasonable construction, engineering inspections and certifications, geotechnical testing, surveying and staking costs (associated with the Curley Road Pipeline Project) in accordance with the TIF Ordinance.”* (March 31, 2009 correspondence/Page 3/Response to TBRPC #1.g.)

7. The Applicant has agreed to delete the following, formerly requested, Development Order modification (March 31, 2009 correspondence/Page 4/Response to TBRPC #1.h.):

“stipulate that the firm of Bricklemyer, Smolker & Bolves will be used if eminent domain action is necessary.”
8. The Performance and Maintenance Guarantees shall be clarified to ensure consistency with the corresponding Development Agreement and/or compliance with Pasco County Engineering guidelines. (March 31, 2009 correspondence/Page 5/Response to TBRPC #1.i.)
9. As a result of the Land Use Equivalency Matrix restricting conversions Retail/Office to Residential or Office to Retail, the Applicant has requested that the “minimum” number of each residential housing type be eliminated in order to provide a little more flexibility (March 31, 2009 correspondence/Page 5/Response to TBRPC #1.j.). It is hereby stated that the “minimums” and “maximums” associated with each of the project uses were established by Pasco County. Therefore, as appropriate, any modification(s) shall be at the sole discretion of Pasco County.
10. Applicant has proposed the three roadway modification in order to minimize (or otherwise eliminate) significant wetland impacts. (March 31, 2009 correspondence/Page 5/Response to TBRPC #1.k.)
11. *“Applicant will establish parameters for an Environmental Monitoring Plan in coordination with FDEP, SWFWMD, TBW and County’s Growth Management Department. Pasco County Growth Management Department to approve this for activities within Epperson Ranch.”* (March 31, 2009 correspondence/Page 9/Response to TBRPC #12.l.)
12. *“Applicant is requesting that activities in buffers to be in compliance with the Land Development Code.”* (March 31, 2009 correspondence/Page 9/Response to TBRPC #12.m.)
13. *“Applicant is requesting transit impact fee credits as maybe allowed by the ordinance for any land areas dedicated for future transit infrastructure.”* (March 31, 2009 correspondence/Page 9/Response to TBRPC #12.o.)
14. Clarify the Development Order language to reflect that... *“depending on the Wetland characteristics, not all wetlands are suitable habitat for every type of species. Usually the environmental consultant monitoring the site and conducting the breeding surveys makes the final determination. Depending on the characteristics of wetland, the appropriate survey will be conducted.”* (March 31, 2009 correspondence/Page 11/Response to TBRPC #16)
15. *“The Applicant is required to post a financial surety for the completion of Curley Road Phase 2 at least 60 days prior to commencement of construction which needs to commence prior to January 1, 2016 and in accordance with Condition 8.a. of the Development Agreement.”* (March 31, 2009 correspondence/Page 13/Response to TBRPC #26)

RECOMMENDED ACTION

Indicate to Pasco County and the Florida Department of Community Affairs that the proposal is presumed to create a Substantial Deviation, as defined above. However, it is the opinion of this agency that no unmitigated regional impacts would result from the requested modifications upon inclusion of the recommended conditions stated above, as may be appropriate.

EXHIBIT 1

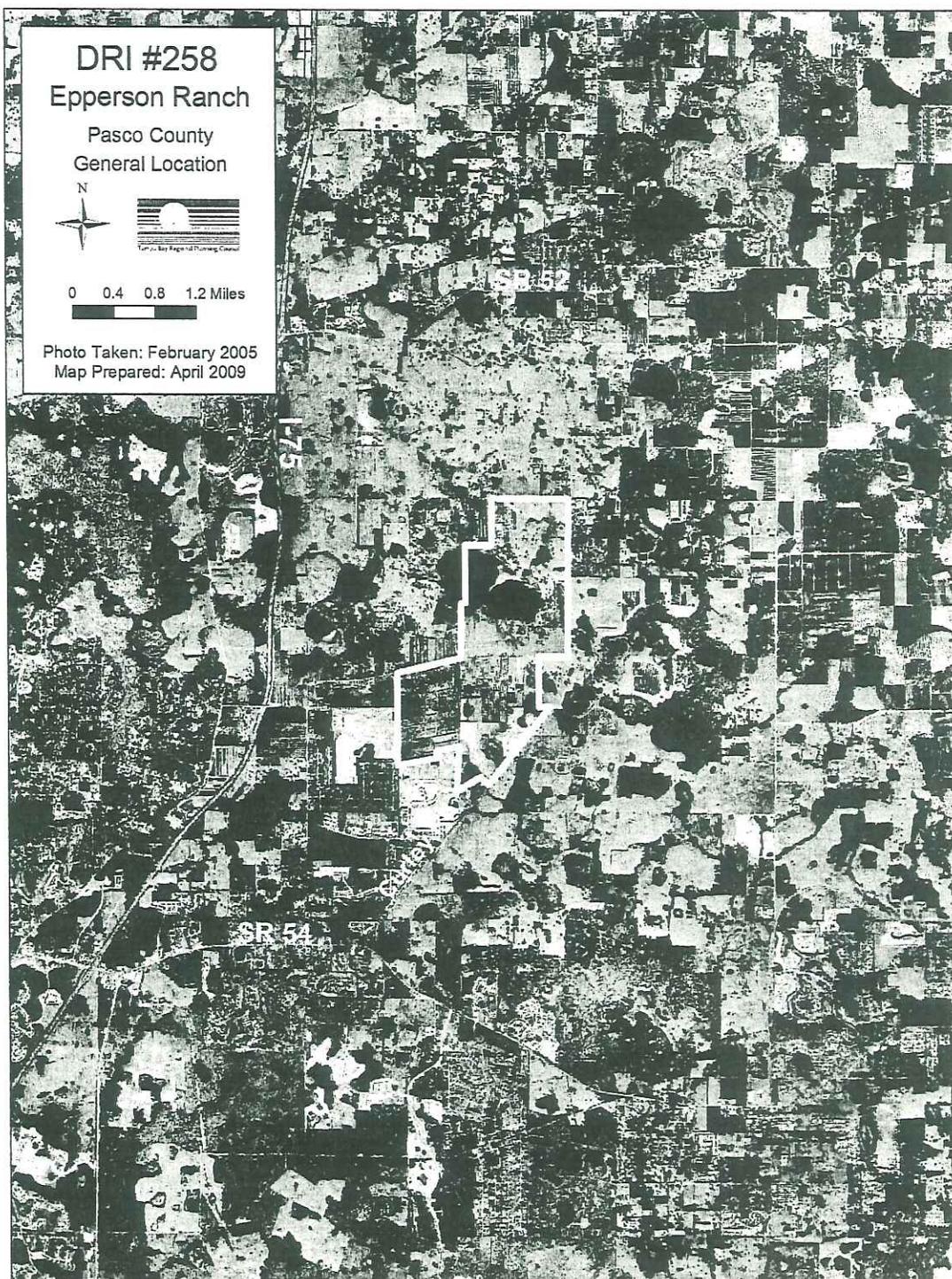


EXHIBIT C

LEGAL DESCRIPTION

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

EXHIBIT C
EPPERSON RANCH DRI
LEGAL DESCRIPTION

Parcel 1 - Lying North of Elam Road

Part 1

The West 1/2 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Curley Road (County Road 577) and LESS AND EXCEPT right-of-way for Tyndall Road.

AND TOGETHER WITH

Part 2

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of Section 22, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT road right of way for Tyndall Road.

AND TOGETHER WITH

Part 3

All that portion of Section 27, Township 25 South, Range 20 East, Pasco County, Florida, lying North of Elam Road.
LESS AND EXCEPT (from O.R. 71, Page 426) The West 1/2 of Section 27, lying North of dirt road running East and West except the East 60.00 feet thereof lying South of King Lake.

AND TOGETHER WITH

Part 4

The Northwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road 577).

AND TOGETHER WITH

HIATUS PARCEL 1

The Northeast 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County

Road 577).

PARCEL 2 - Lying South of Elam Road

Part 1 (From O.R. Book 1005, Page 1423)

Sections 33 and 34, Township 25 South, Range 20 East and
Sections 3 and 4 in Township 26 South, Range 20 East.

PARCEL 2: Commence at the NW corner of the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North $89^{\circ}49'27''$ East, along the North line of said Section 4, 4662.83 feet for a point of beginning; thence run North $0^{\circ}36'47''$ West, 2746.44 feet, thence North $79^{\circ}19'59''$ East, 205.0 feet; thence North $0^{\circ}36'47''$ West, 384.0 feet, thence North $79^{\circ}08'13''$ East, 1692.52 feet, thence South $1^{\circ}05'50''$ West, 385.0 feet, thence North $79^{\circ}19'59''$ East, 172.0 feet, thence South $1^{\circ}05'50''$ West, 1924.0 feet, thence South $79^{\circ}19'59''$ West, 1156.0 feet, thence South $3^{\circ}42'20''$ West, 2395.0 feet to the centerline of County Road, thence South $89^{\circ}32'20''$ West, along said centerline, 648.95 feet, thence North $0^{\circ}37'26''$ West, 1398.82 feet to the point of beginning said land being in Sections 33 and 34, Township 25 South, Range 20 East, and in Section 3 and 4, Township 26 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 2 (from O.R. Book 1005, Page 1423)

Sections 27, 28, 33 and 34, Township 25 South, Range 20 East.

PARCEL 3: Commence at the NW corner of Section 4, Township 26 South, Range 20 East, the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North $89^{\circ}49'27''$ East, along the North line of said Section 4, 4662.83 feet, thence North $0^{\circ}36'47''$ West, 5025.44 feet for a point of beginning; thence continue North $0^{\circ}36'47''$ West, 2067.0 feet to the centerline of County Road, thence North $77^{\circ}04'05''$ East, along said centerline, 3,362.65 feet, thence South $1^{\circ}11'39''$ West, 2203.43 feet, thence South $79^{\circ}07'36''$ West, 3267.99 feet to the point of beginning, said land being in Sections 27, 28, 33 and 34.

AND TOGETHER WITH

Part 3 (from O.R. Book 1005, Page 423)

The West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road, Less the West 320 feet thereof.

AND TOGETHER WITH

Part 4 (from O.R. Book 1005, Page 423)

All of Section 35, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577).

AND TOGETHER WITH

Part 5 (from O.R. Book 1005, Page 423)

The West 320 feet of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road.

AND TOGETHER WITH

Part 6 (from O.R. Book 1005, Page 423)

The East 2580 feet of Section 34, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577)

AND TOGETHER WITH

Part 7 (from O.R. Book 1581, Page 851)

PARCEL 9: A portion of that Parcel Number 5 recorded in Official Record Book 367, Page 52 of the Public Records of Pasco County, Florida being described as follows:

Commence at the Northwest corner of Section 4, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°49'27"E., along the North line of said Section 4, a distance of 4662.83 feet; thence N.00°36'47"W., a distance of 2746.44 feet for a Point of Beginning; thence continue N.00°36'47"W., a distance of 2279.00 feet; thence N.79°07'36"E.,

a distance of 3267.99 feet; thence S.01°11'39"W., a distance of 1009.16 feet; thence S.88°54'10"E., a distance of 20.00 feet; thence S.01°05'50"W., a distance of 1301.12 feet; thence S.79°19'59"W., a distance of 1158.14 feet to the West line of Parcel 5; thence N.01°05'50"E., a distance of 17.05 feet; thence S.79°19'59"W., a distance of 172.00 feet; thence N.01°05'50"E., a distance of 385.00 feet; thence S.79°08'13"W., a distance of 1692.52 feet; thence S.00°36'47"E., a distance of 384.00 feet; thence S.79°19'59"W., a distance of 205.00 feet to the Point of Beginning.

AND TOGETHER WITH

Part 8 (from O.R. Book 1581, Page 851)

Commence at the SW corner of Section 33, Township 25 South, Range 20 East, thence run N.89°49'27"E., along the South line of said Section 33, a distance of 4662.83 feet, thence N.00°36'47"W., a distance of 5025.44 feet, thence N.79°07'36"E., a distance of 3267.99 feet, thence N.01°11'39"E., a distance of 187.00 feet for a Point of Beginning; thence continue N.01°11'39"E., a distance of 2016.43 feet to the centerline of County Road, thence N.77°04'05"E., along said centerline, a distance of 243.94 feet, thence continue along said centerline N.86°50'20"E., a distance of 1340.92 feet, thence continue along said centerline, N.89°36'20"E., a distance of 459.40 feet, thence S.01°15'12"W., a distance of 1742.37 feet, thence West 455.80 feet, thence S.58°21'49"W., a distance of 722.34 feet, thence S.88°24'49"W., a distance of 969.50 feet to the Point of Beginning, said land being in Section 27, Township 25 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 9 (from O.R. Book 1005, Page 423)

All that part of Section 27 lying South of Elam Road, EXCEPT the West 2580 feet, and that part deeded to Pasco Packing per record book 367, page 52, Township 25 South, Range 20 E., Pasco County, Florida.

AND TOGETHER WITH

HIATUS PARCEL 2

DESCRIPTION: All that part of Section 34, Township 25 South, Range 20 East, Pasco County Florida, lying North and East of that Lennar Homes property as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida, lying Easterly of that property described in O.R. Book 1582, Page 851, Public Records of Pasco County, Florida and lying West of the West boundary of the East 2580 feet of said Section 34.

LESS AND EXCEPT

That property deeded to Lennar Homes, Inc. by Warranty Deed recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida

ALL OF THAT PART LYING SOUTH OF ELAM ROAD AS SURVEYED AND BEING MORE PARTICULARLY DESCRIBED

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33, 34 and 35, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 25 South, Range 20 East and run thence N.00°14'45"W., 1909.05 feet along the West boundary of the Southwest 1/4 of said Section 27 to the Southerly maintained right-of-way line of Elam Road for a POINT OF BEGINNING; thence Northeasterly and Easterly along said maintained right-of-way line the following eight (8) courses: 1) N.77°05'11"E., 2651.09 feet to a point of curvature; 2) Easterly, 485.30 feet along the arc of a curve to the right having a radius of 2950.00 feet and a central angle of 09°25'32" (chord bearing N.81°47'57"E., 484.75 feet) to a point of tangency; 3) N.86°30'43"E., 529.78 feet; 4) N.86°55'22"E., 401.50 feet; thence N.88°35'59"E., 442.78 feet to a point of curvature; 5) Easterly, 94.10 feet along the arc of a curve to the right having a radius of 9950.00 feet and a central angle of 00°32'31" (chord bearing N.88°52'15"E., 94.10 feet) to a point of tangency; 6) N.89°08'30"E., 156.93 feet; 7) S.89°55'58"E., 680.30 feet; 8) S.89°49'45"E., 1295.13 feet to a point on the East boundary of the West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East as surveyed and monumented by American Surveying & Mapping dated August 19, 1999 and previously surveyed

by Mullins and Shoun on September 9, 1970; thence S.00°54'21"W., 2632.19 feet along said East boundary to the South boundary of said Section 26 according to said surveys; thence S.89°40'12"E., 526.83 feet along the South boundary of the Southwest 1/4 as per said monumented and surveyed line to the Westerly right-of-way line of Curley Road (County Road No. 577); thence along said Westerly right-of-way line of Curley Road (County Road No. 577) the following three (3) courses: 1) S.37°33'50"W., 3707.50 feet to a point of curvature; 2) Southwesterly, 208.79 feet along the arc of a curve to the right having a radius of 5696.58 feet and a central angle of 02°06'00" (chord bearing S.38°36'50"W., 208.78 feet) to a point of tangency; 3) S.39°39'50"W., 1117.41 feet to the most Northeasterly corner of a parcel of land deeded by Lykes Pasco, Inc. to Lennar Homes, Inc. as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida; thence along the Northerly boundary of said Lennar Homes parcel the following six (6) courses: 1) N.50°20'19"W., 598.06 feet; 2) S.61°17'35"W., 1242.94 feet; 3) N.01°13'33"E., 2192.38 feet; 4) S.79°28'00"W., 1158.22 feet; 5) S.01°13'31"W., 378.33 feet; 6) S.79°27'40"W., 2035.85 feet to a point on the Easterly boundary of Lot 2, WILLIAMS DOUBLE BRANCH ESTATES as recorded in Plat Book 12, Pages 106 through 112, inclusive, Public Records of Pasco County, Florida; thence N.00°08'32"E., 286.32 feet along the East boundary of Lots 1 and 2 of said said WILLIAMS DOUBLE BRANCH ESTATES to the Northeast corner of said Lot 1; thence S.89°57'31"W., 11.98 feet along the North boundary of said Lot 1 to the West boundary of property as recorded in O.R. Book 1005, Page 1423, Public Records of Pasco County, Florida; thence N.00°29'05"W., 4420.36 feet along the West boundary of property as recorded in O.R. Book 1005, Page 1423 and O.R. Book 1582, Page 851, Public Records of Pasco County, Florida to the Southerly maintained right-of-way line of the aforesaid Elam Road; thence along said Southerly right-of-way line, N.77°05'11"E., 673.64 feet to the POINT OF BEGINNING.

EXHIBIT D

DEVELOPER'S COMMITMENTS

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

SECTION III - DEVELOPER COMMITMENTS
DRI #258 - EPPERSON 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. The Project will not have any platted lots into King Lake, adjacent wetlands, or required wetland buffers. (SR3/Page 2)

VEGETATION AND WILDLIFE

1. *A gopher tortoise (*Gopherus polyphemus*) take permit will be applied for prior to any onsite construction that may affect any burrow or animals. (ADA/Page 12-7)*
2. *The project will result in the construction of dozens of additional acres of feeding and potential roosting and nesting areas for wading bird species. (ADA, Page 12-8)*
3. *This year's [sandhill crane] nesting site will be protected. (ADA/Page 12-8)*
4. *During environmental permitting of the Project, a Bald Eagle Management Plan will establish applicable protection zone(s) in accordance with the 'Habitat Management Guidelines for the Bald Eagle in the Southeast Region' (USFWS 1987) and/or any new federal regulations, at the time of the permit application. (ADA/Page 12-8)*
5. *The wetlands (harboring the state-listed Rain lily) will be preserved. (ADA, Page 12-9)*
6. *An eagle protection zone will be established with appropriate agencies prior to the onset of development in the vicinity of the nest. It is expected that all or most of this zone will be protected and managed for the benefit of the eagles and other species that may utilize that area. (ADA/Page 12-9)*
7. *Species of special concern are present and will be affected; however, they will be avoided where possible and impacts mitigated through appropriate measures. (ADA/Page 12-10)*
8. *The Applicant will have a Bald Eagle Management Plan prepared and approved by the U.S. Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, and Pasco County prior to initiation of on-site construction. The management plan will include detailed nest monitoring requirements during nesting season and limitations on uses within each zone. (SR1/Page 14)*

9. *To tell if the protected variety [i.e. S.E. American Kestrels] is present, a more in-depth, nesting season inventory might be necessary. This could be accomplished next spring or summer, if required. The Applicant will coordinate with FFWCC regarding the necessity of additional surveys. (SR1/Page 14)*
10. *Some additional work is expected to be needed prior to submittal of a gopher tortoise take permit to the FFWCC. (SR1/Page 14)*
11. *The applicant anticipates a development order condition requiring that a Bald Eagle Management Plan be developed and submitted to the appropriate agencies (including Pasco County) for review and approval prior to initiation of on-site development activities. (SR1/Page 15)*

WETLANDS

1. *The Applicant intends to maintain over 96% of the existing [529 acres] on-site wetlands in their natural state. (ADA/Page 10-17)*
2. *Stormwater systems will be designed to mimic predevelopment water levels and durations in wetlands. Individual parcel construction plans will be reviewed by SWFWMD and other agencies to insure wetland health is maintained. (ADA, Page 13-2)*
3. *Mitigation plans will be created for each set of construction plans and approved through the appropriate permitting process. Each will be required to stand alone to address impacts and appropriate compensation. (ADA/Page 13-3)*
4. *Buffers between protected wetlands and adjacent development will be provided. (ADA, Page 13-3)*
5. *Wetland impacts are limited to those areas which are removed from other protected wetlands and which would provide limited long-term value, if protected in the middle of a subdivision. (ADA/Page 13-4)*
6. *Significant wetland buffers will be provided to protect wetlands during and after construction. The design engineer and surveyor will calculate the outer edge of the buffer limits prior to the onset of any construction. This buffer line will be used as the silt screen or erosion control limit for construction. Its location will be surveyed in the field prior to construction. The silt fence will be installed by the contractor prior to any initiation of land clearing. (ADA/Page 13-4)*
7. *The construction personnel will be required to monitor offsite runoff discharges to make sure they do not exceed 29 NTU above background levels. All discharges must cease if this level is exceeded. Floating turbidity curtains will be used where the floating systems may be affected. (ADA/Page 13-5)*
8. *Erosion control lines will be frequently reviewed and repaired as needed. (ADA, Page 13-5)*

9. *No clay will be allowed to remain exposed in stormwater facilities or in filled areas. Clean sands will be used to cap any exposed clay layers. (ADA/Page 13-5)*
10. *Temporary water pumping from ponds adjacent to wetlands will be done so as to prevent either dewatering or over impoundment of water in the wetland areas. (ADA/Page 13-5)*
11. *Control for fugitive dust (use of water trucks, etc.) will be provided as needed. Vehicle wash down areas will be used where appropriate and will be well removed from wetland edges. Stormwater inlet controls will be used to keep sediment from entering the stormwater systems. (ADA/Page 13-5)*
12. *Fuel storage or fueling facilities will be appropriately located and constructed to preclude discharge to wetlands or water bodies. (ADA/Page 13-5)*
13. *Disturbed soils and filled areas will be re-vegetated as needed to preclude turbidity runoff or washouts during and following construction. Sodding will be used on slopes steep enough to washout into wetlands. (ADA/Page 13-5)*
14. *Where applicable, mitigation areas will be buffered from adjacent development by planting of woody edges, etc. Wetland creation areas will be sited in areas which can provide appropriate hydrology and protection to created wetlands. They will usually be placed adjacent to protected, existing wetlands. They will be afforded wetland conservation status and protected accordingly. (ADA, Page 13-7)*
15. *In general, lower quality upland areas will be scraped down to elevations which will result in water levels which are conducive to wetland plant development consistent with the targeted wetland type. Slopes will be gradual to provide habitat and water level variability. If available, topsoil mulch generated from the approved impacts will be transported to and spread out as the top 4-6"± layer in the created wetlands. If mulch is not available from the impacts or if these areas are too weedy, then mulch will not be used. In such cases, the contractor will provide suitable substrate for plant development. At least 24" of non-clay soil will be provided in the top layers, to allow for suitable root penetration. (ADA/Page 13-7)*
16. *Various herbs, grasses, shrubs and trees will be installed in the newly created wetland areas. The specific plant types, sizes and quantities will be site specific, considering the wetland impact type and targeted type of creation area. (ADA/Page 13-7)*
17. *Created wetlands will be visited regularly for weed control and to track development. Reports will be made on development trends. Replanting, reconstruction, etc. will be done as needed to insure success. They will be monitored and maintained until released by appropriate agencies. (ADA/Page 13-7)*
18. *The Community Development District or Homeowners' Association will own the wetland buffers. No resident will have authority to impact buffers adjacent to their lots. (SR1/Page 16)*
19. *All ponds adjacent to wetlands will be designed to discharge by gravity. (SR1/Page 18)*

20. *The need to plant the buffer surrounding proposed wetland creation areas will be assessed on a mitigation area-by-mitigation area basis. Whenever the adjacent use is thought to be substantially incompatible to normal wetland functions and values, the planted buffer will be provided... Buffering would generally be limited to planting of native, woody vegetation between the wetland creation and the incompatible use. (SR1/Page 19)*
21. *Should a CDV [cattle dipping vat] be discovered during future land clearing or other site development activities, the Applicant will complete a Phase II Environmental Audit for that area. (SR1/Page 21)*
22. *A detailed drainage assessment has not been completed at this time. However, such detailed assessments will be done prior to construction plan preparation for any particular parcel on the site. (SR1/Page 21)*
23. *Such [wetland] impacts will be mitigated-for by wetland creation or enhancement in a way which will provide equal or improved long-term environmental value. (SR1/Page 22)*
24. *The lack of single-family private docks and restrictions on boat horsepower provide additional assurance that unacceptable secondary wetland impacts or future impacts by boats will not occur. (SR1/Page 24)*
25. *The project will retain a continuous buffer and will protect all vegetated wetlands at the edges of King Lake. The eagle protection area, the parks, and the stormwater management ponds will provide additional buffering. (SR1/Page 26)*
26. *The concessions the Applicant is making relative to individual dock prohibitions and boat ramps should be considered a significant project attribute... (SR1/Page 26)*
27. *In summary, at buildout the Project preserves over 96% of wetlands. Project wetland impacts total approximately 19 acres. (SR3/Page 4)*
28. *All wetlands and buffers will be designated as Wetland Conservation Areas on final plats. This is a perpetual form of preservation. No lots for single-family owners will include wetlands or buffers. This will prevent residents from believing they are "owed" the right to disturb or maintain the protected areas. Deed restrictions created for the project will clearly state the restrictions for activities within wetlands and buffers. (SR2/Page 5)*

WATER QUALITY

1. *The lowest quality water possible will be used for irrigation purposes within the Project. (ADA/Page 10-12)*

2. *Detailed surveying and drainage analysis to be completed at a later date with detailed site engineering will confirm direction of stormwater runoff. (ADA/Page 14-3)*
3. *Water quality treatment will be accomplished through a combination of Best Management Practices and utilization of natural and manmade stormwater detention systems. The stormwater detention systems will comprise of open water components with either a natural or manmade littoral zone vegetated by native aquatic species to provide biological treatment. (ADA/Page 14-4)*
4. *A development wide Surface Water Quality Monitoring Plan and a development wide Groundwater Quality Monitoring Plan will be designed by qualified/experienced professionals, approved by the necessary agencies, and implemented prior to beginning land development activities. (ADA, Page 14-4)*
5. *Stormwater management ponds will be designed to maximize mixing, aeration, and settlement of particulates as practical. (ADA/Page 14-4)*
6. *Existing on-site surface waters and wetlands within Epperson Ranch as well as off-site areas will be protected from construction activities by various measures, including silt screen fences and implementation of a staged excavation/dewatering plan. Exposed soils will be stabilized upon completion of final grading. (ADA/Page 14-5)*
7. *During the project design phase, prior to permitting... the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test (SPT) borings per ASTM D-1586 in each proposed pond/lake area, to evaluate... (SR1/Pages 31 & 35)*
8. *If any significant "karst" related subsurface evidence is discovered during the pond/lake area SPT boring work, in a particular proposed pond/lake area, then additional appropriate geotechnical testing and evaluation methods/procedures, selected by the geotechnical engineer, will be recommended and implemented by the geotechnical engineer to further evaluate a concern area. (SR1/Pages 31 & 35)*
9. *The development wide groundwater quality monitoring plan for the entire site, and the development wide surface water quality monitoring plan for the entire site, will both be prepared in the near future by the appropriate professional consultants, as the Applicant anticipates that this will be a development order condition. Both plans will be submitted to the appropriate agencies for review and comment prior to implementation. "Baseline" or background/predevelopment will be determined and established (as will be outlined in both plans) prior to Phase 1 construction activities. (SR1/Page 32)*
10. *No surface water withdrawal from King Lake is anticipated. (SR1/Page 34)*
11. *The responsible use of pesticides and fertilizers on-site will be encouraged by the Applicant. (SR1/Page 35)*

12. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection of the Floridan Aquifer system. (SR1/Page 36)*
13. *The Applicant agrees to a development order condition requiring the preparation and implementation of a Ground & Surface Water EMP. Pre-existing impacts will be established prior to initiation of construction activities. (SR2/Page 5)*
14. *The Applicant will implement the Environmental Management Plan prior to the initiation of construction. It will continue throughout the duration of construction and until 5 years after buildout. (SR3/Page 10)*

SOILS

1. *It is anticipated that adequate geotechnical testing and evaluation of the above conditions will occur during the project design and permitting phases to properly determine, evaluate and deal with the above conditions. (ADA/Page 15-2)*
2. *The following steps will be adhered to in order to prevent or control wind and water erosion: (ADA/Pages 15-3 - 15-4)*
 - *Hay bales or silt screens*
 - *Floating turbidity barriers*
 - *Installation of temporary erosion control barriers...*
 - *Where pumps are to be used to remove turbid waters from the construction areas, the water shall be treated prior to the discharge to the wetlands.*
 - *Staged construction activities*
 - *Stabilize exposed soils as soon as possible*
 - *Installation of energy dissipaters*
 - *Implement storm drain inlet protection*
 - *Use chemical agents, if necessary, to expedite water clarity*

FLOODPLAINS

1. *Flood stages of existing water bodies will not be raised to a level in which adjacent properties would be adversely affected. (SR1/Pages 39 & 59)*
2. *Discharge rates under post-development conditions will be less than or equal to pre-development conditions for the same return event. (SR1/Pages 39 & 59)*
3. *The Applicant's engineer will prepare detailed stormwater analyses of the entire Project for review and approval of SWFWMD and Pasco County prior to issuance of construction permits. (SR1/Page 40)*

WATER SUPPLY

1. *The developer will install new deep water supply wells and surface water withdrawals consistent with the Project site plan and non-potable water supply system. (ADA/Page 17-6)*
2. *[up to 40% less non-potable water]... will be accomplished through lower application rates and by the design and operation of the irrigation systems for conservation purposes. (ADA/Page 17-8)*
3. *The irrigation systems will be installed by licensed irrigation contractors or by contractor certified by the State of Florida. (ADA/Page 17-8)*
4. *Potable water will be conserved inside the residential houses and commercial buildings by the installation of low volume plumbing fixtures, appliances, and other water conserving devices. (ADA/Page 17-8)*
5. *If in the future and prior to initiation of a utility service agreement, reclaimed water becomes available from Pasco County, the Applicant will work with Pasco County to install reclaimed lines in order to serve as much of the Project as possible. Further, the Applicant commits to using the lowest quality water available for the intended use. (SR1/Page 41)*
6. *The anticipated new non-potable water supply wells will be limited in size, depth, and withdrawal, such that there should be no significant additional adverse impacts to the underlying aquifers, or to any existing adjacent permitted users. (SR1/Page 49)*
7. *Educational materials [regarding water conservation] will be distributed to homeowners, other landowners, and businesses as part of the homeowner's association documents, or at some point prior to or simultaneous with these residents occupying their homes or stores and offices open for business. (SR1/Page 49)*

WASTEWATER MANAGEMENT

The Project will not include any septic tanks. (ADA/Page 18-3)

STORMWATER MANAGEMENT

1. *Littoral zones will be built in the created ponds for stormwater treatment. (ADA, Page 13-7)*
2. *The northern and southern halves of the property are connected by a large drainage structure beneath Elam Road, which consists of several large diameter RCPs. A more detailed study will be required to determine the direction of flow through this structure. (ADA/Page 19-2)*
3. *The Applicant and/or its assigns, including the possible purchasers of individual development tracts, will assume the responsibilities to manage the system upon completion for perpetuity. (ADA/Page 19-6)*
4. *The stormwater management system will be designed to accommodate and detain excess stormwater runoff for storm events up to and including the 100-year event. The systems will also have freeboard or excess on-site storage to accommodate excess runoff above said event. (SR1/Page 56)*

5. *All stormwater runoff will be conveyed to a stormwater management system as appropriate to provide the necessary water quality treatment prior to discharges off-site. Reductions of yard fertilizer will be addressed in the deed restrictions and HOA documents. (SR1/Page 57)*

AIR QUALITY

In order to minimize fugitive dust, site preparation and earth-moving activities will be limited to only those areas for which development is eminent. Sprinkling of water will occur as necessary to minimize excessive dust during the clearing and construction process. (ADA/Page 22-1)

POLICE & FIRE PROTECTION

The applicant will coordinate with the Pasco County Sheriff's office regarding this issue [incorporation of "environmental design concepts that have been proven to reduce crime"]. (SR1/Page 103)

RECREATION AND OPEN SPACE

1. *In addition to the neighborhood parks required by the Pasco County Neighborhood Parks Ordinance, the project will include three community clubhouse/recreation centers. (ADA/Page 26-1)*
2. *Each of the three residential neighborhoods will have a primary active park/recreation center as a community focal point. (SR1/Page 4)*
3. *The King Lake community will also have active and passive park facilities with small boat launching areas and wildlife observation platforms. (SR1/Page 4)*
4. *The parks will not have paved or concrete boat ramps. (SR1/Page 5)*
5. *Individual residential lots will not be permitted to have docks. (SR2/Page 3)*
6. *Motor craft horsepower limitation will be enforced by the CDD via inclusion in the development order and homeowner closing documents and deed restrictions. (SR2/Page 4)*

EDUCATION

Mike Rapp, Pasco County School Board Planner, requested that the Applicant reserve a 15-acre site for an elementary school within the Project, south of Elam Road, with access to a major roadway. The site identified on Map H meets these criteria, and further was agreed on. The final school location is subject to change and final approval by the School Board. (SR1/Page 107)

ENERGY

Xeriscape landscaping will be used in various locations throughout the Project, which will reduce the water consumption and energy required for irrigation. (ADA/Page 29-1)

EXHIBIT E

LAND USE EQUIVALENCY MATRIX

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

**EXHIBIT E
EPPERSON RANCH DRI
LAND USE EQUIVALENCY MATRIX**

Trade-off Rates

Change From	Change To							
	S.F. Res	Sr Ad Det	TH/Villa	Apt.	Sp Ret	Shop. Ctr.	Office	Motel
S.F. Residential	NA	3.2545	1.9103	1.2540	0.2883	0.1481	0.2977	1.3614
Senior Adult - Detached	0.3073	NA	0.5870	0.3853	0.0886	0.0455	0.0915	0.4183
Townhome/Villa	0.5235	1.7036	NA	0.6564	0.1509	0.0775	0.1558	0.7127
Apartment	0.7975	2.5953	1.5234	NA	0.2299	0.1181	0.2374	1.0857
Specialty Retail	NA	NA	NA	NA	NA	0.5137	1.0324	4.7219
Shopping Center	NA	NA	NA	NA	1.9465	NA	2.0096	9.1913
Office	NA	NA	NA	NA	NA	NA	NA	NA
Motel (Occupied Rooms)	NA	NA	NA	NA	0.2118	0.1088	0.2186	NA

* Land use exchanges from retail or office to residential and land use exchanges from office to retail shall be prohibited.

Trade-off Rates Based on the Following Units

Land Use	Size	Units	Total	Rate (Trips/Unit)
S.F. Residential	1803	DU	1447	0.8026
Senior Adult - Detached	1176	DU	290	0.2466
Townhome/Villa	726	DU	305	0.42
Apartment	200	DU	128	0.6400
Specialty Retail	56000	1000 S.F.	156	2.7836
Shopping Center	153000	1000 S.F.	829	5.4183
Office	50000	1000 S.F.	135	2.6962
Motel (Occupied Rooms)	100	Room	59	0.5895

Example 1: Trade-off 20,000 S.F. of Shopping Center for Office
 $= 20,000 \text{ S.F.} \times 2.0096 = 40,192 \text{ S.F. of Office}$

Example 2: Trade-off 10 S.F. Residential for Townhome/Villa Units
 $= 10 \text{ S.F. Res.} \times 1.9103 = 19 \text{ Dwelling Units of Townhomes/Villas}$

Land Use	Approved	Minimum	Maximum
S.F. Residential*	1,803	1,262	2,344
Senior Adult - Detached*	1,176	823	1,529
Townhome/Villa	726	508	944
Apartment	200	140	260
Specialty Retail	56,000	39,200	61,600
Shopping Center	153,000	107,100	168,300
Office	50,000	50,000	NA
Motel (Occupied Rooms)	100	70	110

*No Single Family Detached units shall be permitted in the Town Center

Notes: 1) Prior to any approval of a land use exchange pursuant to this trade-off mechanism table, such land use exchange(s) must include assurance that any additional utility demands associated with the proposed exchange can be accommodated. Additionally, prior to approval, such exchange(s) must mitigate for any additional park land and school impacts, as appropriate. 2) In no event shall the total number of residential units (3905) be increased by more than 10% through the use of the LUEM.

EXHIBIT F

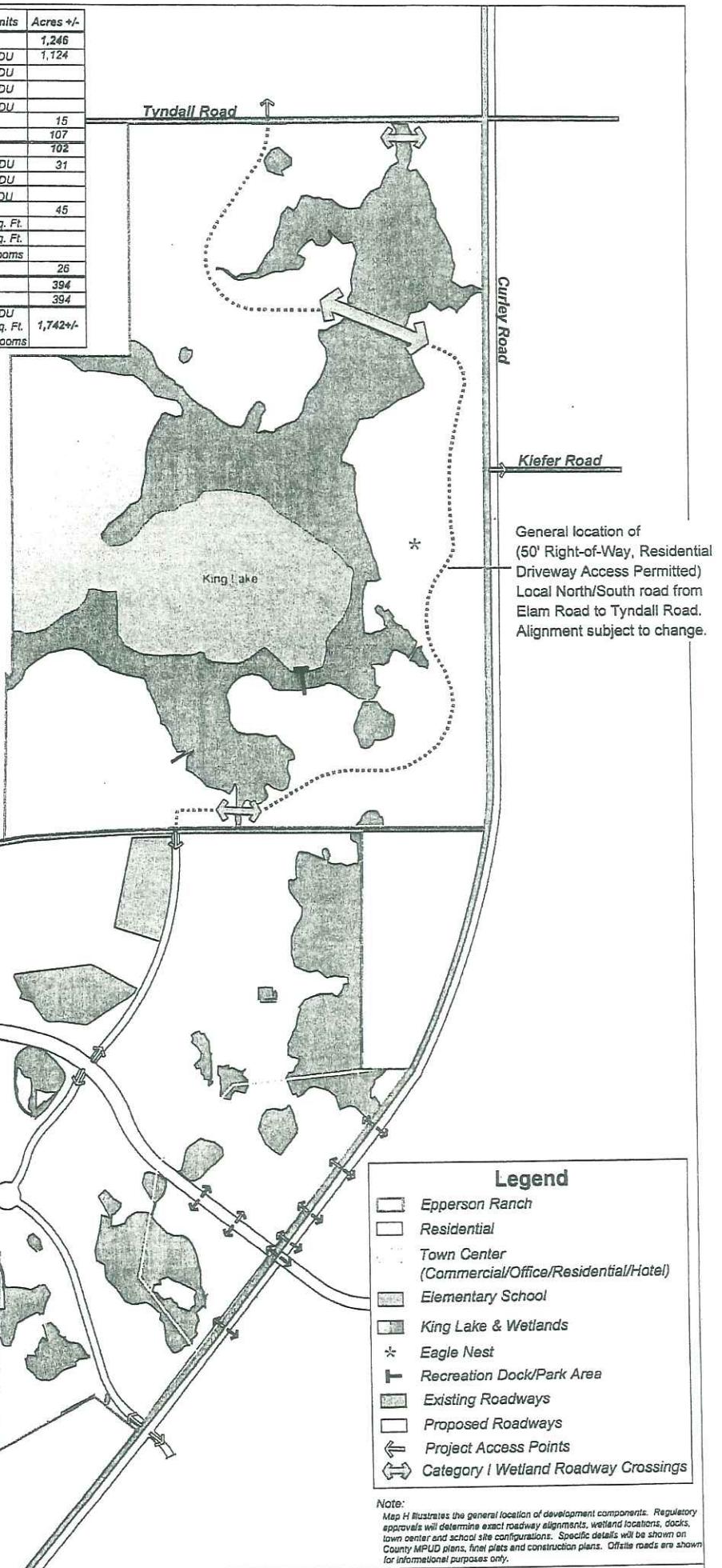
MAP H

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

Land Use	Phase I 2020	Phase II 2020	Total	Units	Acres +/-
Residential (RES-3)					1,246
Residential	1,241	2,208	3,449	DU	1,124
SF Detached	400	1,403		DU	
Age Restricted SF Detached	591	585		DU	
SF Attached	250	220		DU	
Elementary School Site	1				15
Wetlands					107
Town Center					102
Residential	100	356	456	DU	31
SF Attached	100	156		DU	
Multi-Family	0	200		DU	
Non-Residential					45
Retail	56,000	153,000	209,000	Sq. Ft.	
Office	15,000	35,000	50,000	Sq. Ft.	
Hotel	100		100	Rooms	
Wetlands					26
Conservation (CON)					394
Cat I Wetlands & King Lake					394
Total			3,905	DU	
			259,000	Sq. Ft.	1,742 +/-
			100	Rooms	

* Conversion of Land Use Types/Amounts Specified in Equivalency Matrix in the Development Order

Scale: 1" = 1200'



LENNAR
 A Development of
 Regional Impact
 By:
Map H
 Master
 Development
 Plan
 November 2007

Epperson Ranch Pasco County, Florida

Consultant Team	
Biological Research Associates Environmental	Heldt & Associates, Inc. Planning
Figurski & Harrill Legal	Engineering Environmental
Fishkind & Associates, Inc. Economics	Nodarse & Associates, Inc. Geotechnical
Florida Design Consultants, Inc. Transportation	Southeastern Archaeological Research, Inc. Archaeological

EXHIBIT G

**PROPORTIONATE-SHARE CALCULATION
ROADWAY IMPROVEMENTS AND INTERSECTION IMPROVEMENTS**

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

EXHIBIT G

Proportionate Share Calculation_Epperson Ranch Phase I&II Cumulative
(Revised October 11, 2007)

Roadway Segment	Improvement	Cost	Before	Max SV		Increase	Project Traffic ⁵	Project Traffic as % of Increased Capacity	Proportionate Share
				After	Increase				
I-75 (SR 56 to SR 54) NB	2LF to 4LF	\$34,011,738	2890	6030		3140	311	9.90%	\$3,368,679
I-75 (SR 56 to SR 54) SB	2LF to 4LF	\$33,220,836	2890	6030		3140	225	7.17%	\$2,380,474
Curley Road (SR 54 to Old Curley Road) ^{1 2}	New 4 LD ³	\$27,172,658	1300	4230		2930	2254	76.93%	\$20,903,471
Curley Road (Old Curley Rd to 0.3 miles north of Overpass Rd)	New 4 LD ⁴	\$30,593,718	1300	2810		1510	2254	100.00%	\$30,593,718
**Total Segment Length of 3.04 Miles									
Total Links									\$57,246,342
Total Intersections									\$17,991,039
Grand Total									\$75,237,381

¹ See cost breakdown on Curley_Cost spreadsheet

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE
Epperson Ranch
(Revised October 11, 2007 Using August 2007 FDOT Cost Tables)

Intersection	Required Improvement	Cost	Project Traffic as % of Increased Capacity ¹	Proportionate Share
Phase I Only (2010)				
Curley Road at SR 54	EB Left (second) with receiving lane	\$ 3,779,035	24.75%	\$ 935,246
	SB Right (second)	\$ 711,718	24.75%	\$ 176,138
	WB Right	\$ 711,718	24.75%	\$ 176,138
Curley Road at Wells Road	NB Left (second) with receiving lane	\$ 3,779,035	77.96%	\$ 2,946,055
	Signalization ²	\$ 490,214	77.96%	\$ 382,160
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ²	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	Signalization ²	\$ 490,214		\$ -
Curley Road at Prospect Road	Signalization ²	\$ 400,120	80.18%	\$ 320,851
SR 52 at Curley Road	NB Left	\$ 645,366	10.51%	\$ 67,851
	Signalization ²	\$ 400,120	10.51%	\$ 42,067
SR 54 at SR 581	NB Left (third) ⁴	\$ 322,683	17.40%	\$ 56,146
	NB Right (second)	\$ 711,718	17.40%	\$ 123,837
	EB through (fourth) 0.4 long	\$ 5,013,871	17.40%	\$ 872,401
SR 54 at Boyette Road	Signalization	\$ 568,556	66.01%	\$ 368,675
PHASE I TOTAL				\$ 6,485,566
Phase I&II Cumulative (2015)				
Curley Road at SR 54	EB Left (second) ²	\$ 645,366	39.89%	\$ 258,082
	2 SB Right (second and third) ⁵	\$ 711,718	39.89%	\$ 284,616
	WB Right	\$ 711,718	39.89%	\$ 284,616
Curley Road at Tyndall Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Left	\$ 645,366		\$ -
	Signalization ²	\$ 400,120		\$ -
Curley Road at Wells Road	NB Left (second) with receiving lane ⁶	\$ 3,133,669	100.00%	\$ 3,133,669
	Signalization ²	\$ 490,214	100.00%	\$ 490,214
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ²	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left ³	\$ -		\$ -
	SB Right ⁴	\$ -		\$ -
	Signalization ²	\$ 490,214		\$ -
Curley Road at Prospect Road	WB Left	\$ 322,683	100.00%	\$ 322,683
	NB Left	\$ 645,366	100.00%	\$ 645,366
	Signalization ²	\$ 400,120	100.00%	\$ 400,120
SR 52 at Curley Road	NB Left	\$ 645,366	29.31%	\$ 189,157
	EB Right	\$ 711,718	29.31%	\$ 208,605
	Signalization ²	\$ 400,120	29.31%	\$ 117,275
SR 54 at I-75 N Ramps ⁷			100.00%	\$ -
SR 54 at SR 581	Overpass	\$ 23,440,804	26.65%	\$ 6,247,001
	NB Right (second)	\$ 711,718	26.70%	\$ 190,029
SR 54 at Boyette Road	EB Left (second) with receiving lane	\$ 3,779,035	100.00%	\$ 3,779,035
	Signalization	\$ 568,556	100.00%	\$ 568,556
Boyette Road at Wells Road	NB Right	\$ 711,718	34.58%	\$ 246,112
	Signalization ²	\$ 400,120	34.56%	\$ 138,361
Morns Bridge Road at Chancey Road	SB Left	\$ 645,366	5.36%	\$ 34,592
	Signalization ²	\$ 400,120	5.36%	\$ 21,446
Prospect Road at Clinton Ave	NB Right	\$ 711,718	38.81%	\$ 276,218
	Signalization ²	\$ 400,120	38.81%	\$ 155,287
PHASES I & II TOTAL				\$ 17,991,039

¹ Project Traffic as a percentage of Increased Service Volume (for Phase I & II - difference between the E+C and the Phase II w/lmp)

² Cost of the receiving lane is included in the Curley Road mainline improvement

³ Cost of turn lane included in cost of Curley Road mainline improvement

⁴ ROW not included in the cost

⁵ Cost of the NB turn lane is included in the Curley Road mainline improvement.

⁶ The cost of one SB right turn lane is included in the Curley Road mainline improvement

⁷ Improvements (NB Right and NB Left) are included in the I-75 link improvements

⁸ Signalization cost revised to reflect the FDOT August 2007 Cost Tables; Costs may vary based on the mast arms required

Notes

FDOT August 2007 Specific Costs were used for all calculations, unless project-specific costs were available

Project Impact at Intersections

Road/Intersection	Time Period	Before	After	Increase	Project Traffic	Project Impact	Project Impact Adj
Phase I							
Curley Road at SR 54	AM	6797	8684	1887	467	24.75%	24.75%
Curley Road at Wells Road	AM	517	1134	617	481	77.96%	77.96%
Curley Road at Elam Road	AM	277	751	474	388	81.86%	81.86%
Curley Road at Overpass Road					652	100.00%	100.00%
Curley Road at Prospect Road	PM	366	578	212	170	80.19%	80.19%
SR 52 at Curley Road	PM	0	1246	1246	131	10.51%	10.51%
SR 54 at SR 581	PM	7391	8937	1546	269	17.40%	17.40%
SR 54 at Boyette Road	PM	378	775	397	270	68.01%	68.01%

Phase I&II (Cumulative)

Curley Road at SR 54	AM	6797	9898	3101	1240	39.99%	39.99%
Curley Road at Tyndall Road	AM	216	833	617	664	107.62%	100.00%
Curley Road at Wells Road	AM	517	959	442	1405	317.87%	100.00%
Curley Road at Elam Road	AM	277	470	193	1289	667.88%	100.00%
Curley Road at Overpass Road						100.00%	100.00%
Curley Road at Prospect Road	PM	366	877	511	580	113.50%	100.00%
SR 52 at Curley Road	PM	0	1252	1252	367	29.31%	29.31%
SR 54 at I-75 N Ramps	PM	7270	7796	526	595	113.12%	100.00%
SR 54 at SR 581	PM	7391	11173	3782	1008	26.65%	26.65%
SR 54 at Boyette Road	AM	343	565	222	842	379.28%	100.00%
Boyette Road at Wells Road	AM	161	641	480	166	34.58%	34.58%
Morris Bridge Road at Chancey Road	PM	317	2014	1697	91	5.36%	5.36%
Prospect Road at Clinton Ave	PM	610	1012	402	156	38.81%	38.81%

Signal Costs based on FDOT August 2007 Cost Tables

2-lane mast arm

Total Project Cost = \$400,120

4-lane mast arm

Total Project Cost = \$490,214

6-lane mast arm

Total Project Cost = \$568,556

Curley Road (S.R. 54 to N. of Overpass Road) Revised Proportionate Share Calculation

NEW (Revised using August 2007 FDOT District 7 Costs)

From	To	Segment Length	Project Cost per Segment	Less Int Impr at Overpass	Total Project Cost Per Segment
SR 54	Old Curley Road	1.40	\$27,172,658		\$27,172,658
Old Curley Road	0.3 miles north of Overpass Rd	1.64	\$31,950,802	-\$1,357,084	\$30,593,718

Subtotal:

Curley Road at Overpass Road Intersection Costs	
Delete NB Left	\$ (645,366)
Delete SB Right	\$ (711,718)
Change	\$ (1,357,084)

NOTE: Revised based on Total project cost of \$59,123,460 from County CIP #4060

Date: 10/11/07

S:\DevSvcs Documents\Growth Mgmt\DRILL\Epperson Ranch DRN12-4 BCC\DO\Copy of Exhibit G Prop Share Page 5.XLS\Curley_Cost

REVISED - CR 54/SR 54 at SR 581 Overpass

Item	Const Less Scope Contingency	Amount	Unit	Unit Cost	Cost	Design and CEI	R/W*	Total	Length (Mile)	Cost
4-lane road	\$16,022,427				\$20,028,033	\$6,008,410	\$22,526,912	\$48,563,355	0.37	\$17,968,441
Signing and Signalization		58,500	SF	\$35	\$340,113	\$614,250		\$340,113		\$340,113
Retaining Wall		3,900	LF	\$80	\$2,047,500	\$93,600		\$2,661,750		\$2,661,750
Retaining Wall Cap					\$312,000	\$45,000		\$405,600		\$405,600
Lighting					\$150,000			\$195,000		\$195,000
Bridge Overpass		11,000	SF	\$170	\$1,870,000			\$1,870,000		\$1,870,000
									TOTAL:	\$23,440,904

Note: Updated based on August 2007 FDOT District 7 Costs

*RAW Calculated at 120% of "Const Less Scope Contingency" plus \$3.3 million
Design and CEI is 30% of 'Cost'

All other unit and lighting costs estimated by URS Cost Estimators

EXHIBIT H

SITE ACCESS-RELATED IMPROVEMENTS*

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

***ATTACHED TO THE DA AS EXHIBIT E**

EXHIBIT I

DEVELOPMENT AGREEMENT

DRI NO. 258, EPPERSON RANCH
PASCO COUNTY

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGES 62 OF 68 PAGES OF THE
ORIGINAL RECORD IN MY OFFICE. WITNESS
MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS
6th DAY OF November 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY KMS Connick DEPUTY CLERK

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN PASCO
COUNTY AND
EPPERSON RANCH, LLC, DEVELOPER OF RECORD, FOR DEVELOPMENT OF
REGIONAL IMPACT NO. 258, EPPERSON RANCH**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Epperson Ranch, LLC, the Developer of Record for Epperson Ranch Development of Regional Impact (DRI) No. 258, hereinafter called "DEVELOPER."

W I T N E S S E T H:

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

WHEREAS, on November 5, 2008, the COUNTY approved a development order (Original DO) with conditions for Epperson Ranch DRI No. 258 in response to an Application for Development Approval (ADA) for Epperson Ranch DRI No. 258 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the Epperson Ranch DRI/DO, hereinafter called "Project," and attached hereto as Exhibit A; and

WHEREAS, on November 25, 2008, the Board of County Commissioners adopted amendments to the County's Concurrency Management Regulations to extend without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by one (1) year, (the One-Year Extension); and

WHEREAS, on June 23, 2009, the Board of County Commissioners adopted a Resolution pursuant to the County's Concurrency Management Regulations to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by an additional two (2) years (the Two-Year Extension); and

WHEREAS, Exhibit G of the DO, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project based upon results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code (F.A.C.), 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 for the Project; and

WHEREAS, to satisfy certain requirements of the Original DO, the DEVELOPER and the COUNTY entered into that certain development agreement approved by the Board of County Commissioners on November 8, 2008 and recorded in the Public Records of Pasco County, Florida, on November 25, 2008, at Official Record Book 7972, Pages 295-363 (Original DA); and

WHEREAS, in connection with a Notice of Proposed Change (NOPC) for the Project, the COUNTY and the DEVELOPER desire to amend and fully restate the Original DO for the Project (DO) and to amend and restate the Original DA (DA); and

WHEREAS, all date extensions granted by this DA are inclusive of, and not in addition to, any extensions for which the Project may be eligible pursuant to Resolution 09-269 and Chapter 2009-96, Laws of Florida; and

WHEREAS, the DO establishes the amount of Seventy-Five Million Two Hundred Thirty-Seven Thousand Three Hundred Eighty-One and 00/100 Dollars (\$75,237,381.00) , in February 2007 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 a pipeline project, the Curley Road Pipeline Project, various intersection improvements, and Site-Related Improvements as described and defined in this DA (Required Roadway Improvements); and

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

WHEREAS, as of the effective date of this DA, this DA shall supersede and replace, in its entirety, the Original DA for the Project, and thereafter shall govern the rights and the obligations of all parties hereto with respect to the subject matter hereof; and

WHEREAS, the Board of County Commissioners after public notice and hearing in accordance with applicable law, has approved this DA concurrent with the adoption of the Epperson Ranch DRI NOPC, and the revised DO for the Project, all of which are related hereto;

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

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Epperson Ranch, LLC; George B. Epperson and Bobbie Epperson; Alpha E. Abbitt, Alpha E. Abbitt Family Trust; James Main Abbitt Jr.; Alice Adeline Abbitt; and EPCO Ranch, Inc., a Florida corporation. Pursuant to Section 163.3239, Florida Statutes, the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of eleven (11) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The eleven (11) year duration date includes the Two-Year Extension. The effective date of this DA shall be established in accordance with Section 163.3239, Florida Statutes.

c. Development Uses of Land: The Project is currently zoned an A-C Agricultural District. An application to amend the zoning to an MPUD Master Planned Unit Development District is currently under review with the Growth Management Department. The MPUD Master Planned Unit Development Master Plan Rezoning Petition 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 COUNTY Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with any MPUD Master Planned Unit Development Conditions of Approval; the DO; 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 LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that Phases I and II of the Project as permitted and proposed are consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA, subject to the provisions of the DO and this DA.

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

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

j. Zoning and Comprehensive Plan Issues: The current Pasco County Comprehensive Plan Future Land Use (FLU) Map classifications for the Project are CON (Conservation Lands), RES-3 (Residential - 3 du/ga), and TC (Town Center). The zoning classification for the Project is an A-C Agricultural District. An application to amend the zoning from an A-C Agricultural District to an MPUD Master Planned Unit Development was approved by the Board of County Commissioners on July 14, 2009.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate-Share Amount: The DEVELOPER agrees to construct the Required Roadway Improvements as defined herein, within public right-of-way to be provided by the COUNTY or dedication by the DEVELOPER, as mitigation for the Epperson Ranch, Phases I and II, transportation impacts. Pursuant to Section 163.3180(12), Florida Statutes, and Rule 9J-2.045, F.A.C., the DEVELOPER'S proportionate-share contribution for those improvement projects listed in Exhibit G of the Project's DO, attached hereto as Exhibit B, is Seventy-Five Million Two Hundred Thirty-Seven Thousand Three Hundred Eighty-One and 00/100 Dollars (\$75,237,381.00) (Proportionate Share) in February 2007 dollars. Pursuant to Section 402.7 of the COUNTY'S Concurrency Management Ordinance, the COUNTY and the DEVELOPER agree that the Project shall be granted a Proportionate-Share credit for the Town Center entitlements (50,000 square feet of office, 209,000 square feet of commercial, 100 motel rooms, 200 multifamily dwelling units, and 256 single-family attached dwelling units as depicted on Map H of the DO) in the amount of Twenty-Three Million Seven Hundred Forty Thousand One Hundred Ninety-Two and 00/100 Dollars (\$23,740,192.00) (Town Center Credit). The Town Center Credit assumes that the Town Center entitlements comply with the LDC criteria for TND (Traditional Neighborhood Design) Town Center and assumes compliance of the residential entitlements within the Project with Section 7 of this DA. The portion of the Town Center

entitlements that comply with such criteria is responsible only for the payment of transportation impact fees (TIF) to address their Proportionate-Share obligation and shall not be subject to any of the Required Roadway Improvements obligations set forth in this DA except for site-related improvements in the Town Center. The COUNTY shall address the Proportionate-Share obligation for compliant Town Center entitlements through the application of the TIF or other revenue sources toward one or more of the following segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, Curley Road, or other parallel facility or mobility improvements as determined by the COUNTY. Any portion of the Town Center entitlements as listed above which are developed, but not in accordance with the criteria in Section 402.7 of the COUNTY'S Concurrency Management Ordinance, shall require payment of a pro rata share of (or identification of a mitigation pipeline for) the Town Center Credit to the COUNTY. Such payment shall be adjusted by the most recent construction and right-of-way indices as adopted by the COUNTY TIF Ordinance as amended. Such payments shall be utilized for facility or mobility improvements in the COUNTY that benefit one or more of the following road segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, or Curley Road. Such improvements shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule.

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design; permit; and, in limited instances, provide right-of-way for the Required Roadway Improvements in Subsections (1) and (2), below, to fully mitigate the transportation impacts of Phases I and II of the Project. Construction of the Required Roadway Improvements (which includes the Site-Related Improvements and the Curley Road Pipeline Project, Phases 1 and 2, as further described below), by the DEVELOPER, or other party acceptable to the COUNTY, once performed and subject to compliance with the Town Center requirements set forth herein and the DO, shall satisfy the DEVELOPER'S required proportionate-share contribution and shall vest the DEVELOPER for transportation concurrency for 3,419 equivalent p.m. peak-hour trips through December 31, 2020, subject to any extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance. The December 31, 2020 build-out date includes the One-Year Extension and the Two-Year Extension.

(1) Identification of Pipeline Project: The DEVELOPER has elected to construct a pipeline project to mitigate the Proportionate-Share transportation impacts of Phases I and II of the Project subject to the Town Center Credit requirements set forth above. The Curley Road Pipeline Project is the construction, realignment, and expansion as further described below of Curley Road from Old S.R. 54 (Station 204+68.000) to 0.3 mile north of Overpass Road as depicted on Exhibit C (Curley Road Pipeline Project), unless an alternative terminus is approved by the COUNTY pursuant to Subsection (b) below. The cost of the Curley Road Pipeline Project is estimated to be Fifty-One Million Four Hundred Ninety-Seven Thousand One Hundred Eighty-Nine and 00/100 Dollars (\$51,497,189.00) in October 2006 dollars. The

project shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances). The COUNTY has permitted, designed, and acquired right-of-way for a portion of the Curley Road Pipeline Project. For the purposes of this DA, commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA, and the terms "complete" or "completed" shall mean the required roadway improvement has been accepted by the County for maintenance and is open to the traveling public, and the required maintenance guarantee has been provided by the DEVELOPER.

(a) Curley Road Pipeline Project, Phase 1: This phase of the Curley Road Pipeline Project is the construction of a four (4) lane, divided, urban roadway, expandable to six (6) lanes, from Old S.R. 54 (Station 204+68.00 on Exhibit C) to Station 301+37.32 (north of Wells Road) as depicted on Exhibit C, and includes the construction of 0.2769 mile of Jacana Drive as a two (2) lane, undivided, urban offset and 0.1485 mile of Wells Road as a two (2) lane, undivided, urban offset. The DEVELOPER and the COUNTY agree that construction of this segment shall be completed in accordance with the COUNTY'S design plans and permits. The project shall include intersection improvements at Old S.R. 54, Zephyrhills West Bypass, Jacana Drive, Wells Road, and any other intersection improvements on the COUNTY'S design plans. If the DEVELOPER chooses to make any changes in design and permitting, such changes shall be subject to the approval of the COUNTY Engineering Services Department, shall be at the DEVELOPER'S expense, and shall not be eligible for TIF or Proportionate-Share credits. The DEVELOPER understands and agrees that, in the event the Curley Road Pipeline Project, Phase 1, is constructed prior to completion of the Zephyrhills West Bypass Project, the COUNTY may require additional intersection improvements not shown on the COUNTY'S design plans at Old S.R. 54 to accommodate Epperson Ranch DRI Project traffic; any such additional improvements shall not be eligible for TIF or Proportionate Share credits. Construction of the Curley Road Pipeline Project, Phase 1, shall commence prior to approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required) or prior to January 1, 2014, whichever occurs first. The project shall be completed and accepted by the COUNTY for maintenance prior to July 1, 2015, or prior to eighteen (18) months from the approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required), whichever occurs first. If the Curley Road Pipeline Project, Phase 1, is constructed separately from Phase 2 in Subsection (b) below, then Phase 1 shall include the taper from four (4) to two (2) lanes from Stations 340+20.00 to 358+47.95 as depicted on Exhibit C. The DEVELOPER shall post a Performance Guarantee for the Curley Road Pipeline Project, Phase 1, in accordance with Section 9 of this DA.

(b) Curley Road Pipeline Project, Phase 2: This phase of the Curley

Road Pipeline Project is the construction of a four (4) lane, urban, divided roadway from Station 301+37.32 to 0.3 mile north of Overpass Road as depicted on Exhibit C, including tapering as applicable to transition from four (4) lanes to two (2) lanes as depicted on Exhibit C. The four (4) lane roadway shall be expandable to six (6) lanes, unless otherwise approved by the COUNTY at the time of Town Center Master Plan approval. The DEVELOPER agrees that the segment of Curley Road passing through the Town Center shall be constructed in compliance with the Town Center Master Plan. The project shall include any other intersection improvements determined by the COUNTY to be necessary during the design and permitting of the project. Construction of the Curley Road Pipeline Project, Phase 2, shall commence prior to June 30, 2016, or sooner to the extent required to complete the portion of Curley Road through the Town Center by December 31, 2014, or other date set forth in the Town Center Master Plan, whichever occurs later. Commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA. The project shall be completed and accepted by the COUNTY for maintenance prior to December 31, 2017, or as necessary to serve the Town Center/adjacent development, whichever occurs first, provided, however, that the portion of Curley Road through the Town Center shall be completed by December 31, 2014, or other date set forth in the Town Center Master Plan, whichever occurs later.

In the event the COUNTY wishes to enter into a construction contract with another developer or others for all or any portion of Curley Road Pipeline Project, Phase 2, the COUNTY shall notify the DEVELOPER in writing prior to June 30, 2015, but not before the COUNTY has completed design and permitting. The DEVELOPER shall respond in writing to the COUNTY within ninety (90) days of such written notification, confirming that the DEVELOPER shall commence construction within six (6) months of such notification. In the event the DEVELOPER does not provide any written response to such notification within ninety (90) days or the DEVELOPER does not commence construction within six (6) months from such notification date, the DEVELOPER shall be required to make a cash payment prior to December 31, 2017, or within thirty (30) days of the COUNTY entering into the construction contract with another developer or others, whichever occurs later. The cash payment to the COUNTY shall be equivalent to the actual construction costs or the cost set forth in the COUNTY approved construction contract for that portion of the Curley Road Pipeline Project, Phase 2, constructed by another developer or others, whichever is greater, but in no circumstance shall such payment exceed the amount of Twenty Million Four Hundred Seventy Thousand Ninety and 00/100 Dollars (\$20,470,090.00) in October 2006 dollars, adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance, as amended. The DEVELOPER shall post a Performance Guarantee for the construction or payment of the Curley Road Pipeline Project, Phase 2, in accordance with Section 9 of this DA.

(c) The Site-Related Curley Road Intersection Improvements: This portion of the Curley Road Pipeline Project consists of the site-related intersection improvements at Elam Road, Overpass Road, and all intersection improvements within the Town Center as depicted on Exhibit H of the DO and attached hereto as Exhibit E and any other site-related intersection improvements as required by the DO or the Town Center Master Plan (Site-Related Curley Road Intersection Improvements). These improvements shall be built at the DEVELOPER'S expense regardless of cost. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the Site-Related Curley Road Intersection Improvements, such improvements are not eligible for TIF credits pursuant to the terms of the 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 Curley Road Intersection Improvements are not eligible for TIF credits, Proportionate-Share credit, or COUNTY reimbursement.

(2) Site-Related 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 improvements set forth below, including all Roadway Appurtenances as determined by the COUNTY, and permitting agencies as applicable to be necessary during the design and permitting of the following site-related improvements (Site-Related Improvements). The Developer understands and agrees that all Site-Related Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER are not eligible for TIF credits, Proportionate-Share credit, or COUNTY reimbursement. The DEVELOPER shall complete the construction of the Site-Related Improvements prior to the applicable deadline for each improvement as outlined below or shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the LDC prior to such deadline. If the Assurance of Completion of Improvement is provided, construction must be completed prior to the issuance of the first Certificate of Occupancy within the plat or construction plan subject to the deadline. The Site-Related Improvements consist of the following:

(a) Overpass Road: The segment of Overpass Road commencing at Curley Road, extending westward to the western boundary of the Project as generally depicted on Map H, shall be designed and permitted in accordance with the Final Overpass Road Route Study dated March 2005 and constructed by the DEVELOPER as a two (2) lane, divided, urban section (offset), including all Roadway Appurtenances for a six (6) lane, divided, urban roadway, unless alternate design or construction standards are approved at the time of master plan approval for the Town Center. The project shall also include any site-related intersection improvements as required by the DO or the Town Center Master Plan. The alignment of Overpass Road shall be in accordance with the provisions of the Final Overpass Road Route Study dated

March 2005. The Developer shall convey 166 feet of right-of-way for Overpass Road, from the western boundary to the eastern boundary of the Project. Overpass Road shall be completed and accepted by the COUNTY for maintenance prior to the first to occur of the following: 1) approval of the first record plat (or construction plan approval where no plat is required) for the 1,200th single-family detached dwelling unit or equivalent in p.m. peak-hour trips; 2) as necessary to serve the development; or 3) prior to December 31, 2014, or other date set forth in the Town Center Master Plan, whichever occurs later.

(b) Elam Road: The segment of Elam Road commencing at Curley Road and extending to the western boundary of the Project as depicted on Exhibit D shall be constructed/improved to COUNTY standards as a two (2) lane road. The DEVELOPER shall provide 142 feet of right-of-way for the portion of Elam Road bounded by the Project on both sides of Elam Road and seventy-one (71) feet of right-of-way for the portion of Elam Road bounded by the Project on one side of the road as depicted on Exhibit D. Elam Road shall be completed and accepted by the COUNTY for maintenance as necessary to serve adjacent or nearby development within the Project as determined by the COUNTY or the District School Board of Pasco County, whichever occurs first.

(c) Tyndall Road: The segment of Tyndall Road from Curley Road extending along the Project boundary shall be constructed/improved to COUNTY standards as a two (2) lane road. The DEVELOPER shall provide sufficient right-of-way to total 135 feet of right-of-way for Tyndall Road. Construction of Tyndall Road shall be completed and accepted by the COUNTY for maintenance as necessary to serve adjacent or nearby development within the Project as determined by the COUNTY.

(d) McKendree Road: As currently proposed in the PD&E for McKendree Road Extension, a portion of the alignment may fall within the project boundary for Epperson Ranch DRI. In the event the proposed alignment falls within the project boundary, the applicant shall accommodate such alignment including provision of right-of-way, drainage requirements, and any mitigation requirements as determined by the County. Since McKendree Road was not included in the traffic study for the Project, nothing in this provision shall preclude the DEVELOPER from negotiating with the COUNTY for future TIF credits, subject to the requirements of the TIF Ordinance, or for a potential easement that is west of the ultimate PD&E alignment for McKendree Road.

(e) All other site-related intersection improvements in Exhibit H of the DO and attached hereto as Exhibit E that are not listed in Subsection 4.b.(1)(c) above.

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

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and provide or acquire right-of-way (where 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 COUNTY. Notwithstanding the foregoing, the COUNTY shall design, permit, and acquire right-of-way for the Curley Road Pipeline Project.

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 COUNTY. 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 Improvements related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plan s.

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

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project

or any other facilities or developments, the COUNTY 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 COUNTY for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY 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 Curley Road Pipeline Project shall not be allowed unless specifically approved in writing by the COUNTY.

e. COUNTY Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY for review and approval, unless the COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY 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 Required Roadway Improvements (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Required Roadway Improvements, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY shall become the property of the 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 COUNTY and any and all applicable local and State regulatory agencies.

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

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

h. COUNTY Review: The DEVELOPER agrees and recognizes that the COUNTY 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 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 in no way assumes or shares 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 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) Except for the Curley Road Pipeline Project, the DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way requirements (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 Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified

public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

While it is not anticipated that additional right-of-way will be required for the Required Roadway Improvements, if necessary, efforts will be made by the COUNTY and DEVELOPER to enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the Curley Road 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 COUNTY in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement for any Required Roadway Improvements eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity, with the timely support and cooperation of the above consultants and professionals, and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly Project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

(2) Required Roadway Improvements Construction. The DEVELOPER shall commence construction of the Required Roadway Improvements in accordance with this DA unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the Required Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY and other applicable Federal, State, and regional regulatory agencies. The

DEVELOPER and COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability, at its sole discretion, to accelerate the schedule for construction of any portion of the Required Roadway Improvements.

k. Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a 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 the custody and control of the Project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

l. COUNTY Observation: The COUNTY'S personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Required Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY 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 to observe or inspect the work of the Required Roadway Improvements. The DEVELOPER shall be solely responsible for ensuring that the Required Roadway Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY 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.

m. Right-of-Way: Prior to the COUNTY'S acceptance of any of the Required Roadway Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of 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 COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (90) days of the COUNTY'S request, whichever occurs first. All conveyances shall include access easements be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

n. Construction Requirements: During the construction phase of the Required Roadway Improvements, the DEVELOPER and/or its construction contractor(s) shall:

(1) Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the

progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications.

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

(3) Be responsible for supervising and inspecting the construction of the Required Roadway Improvements 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 Required Roadway Improvements until the improvements are completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.

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

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

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

6. PIPELINE PROJECTS CONSTRUCTION

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

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the Curley Road Pipeline Project to an appropriately licensed

contractor. The term "competitively award" as used in this DA means to award the said contract based upon the County's "Guidelines for Developer Pipeline Projects in Pasco County," unless otherwise approved by the County Administrator. 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 TIF credits related to work that was not competitively bid in accordance with such guidelines, as determined by the County. In addition to the foregoing, the DEVELOPER shall comply with any applicable State competitive-bidding requirements for the Curley Road Pipeline Project.

b. Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a 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 the 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 Observation: The COUNTY'S personnel and authorized representatives reserve the right to inspect, observe, and materials-test any and all work associated with the Curley Road Pipeline Project and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY 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 to observe or inspect the work on the Curley Road Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the Curley Road Pipeline Project is constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

d. Right-of-Way: Prior to the COUNTY'S acceptance of the Curley Road Pipeline Project, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and cause all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY 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 Curley Road 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 Curley Road 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 Curley Road Pipeline Project until the improvements are completed and accepted by the COUNTY, as applicable, which acceptance shall not be unreasonably withheld.

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

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Curley Road Pipeline Project and other road improvements are in substantial conformance with the standards established by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY.

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

7. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account, attributable to the Curley Road Pipeline Project, for reimbursement or TIF credit to the DEVELOPER or to another entity or entities; e.g., the CDD or other third party entity on behalf of the DEVELOPER, to the extent that such entity finances or otherwise pays for or contributes to the Curley Road Pipeline Project as determined by the COUNTY (hereinafter referred to as the Credit-Receiving Entity). Once the DEVELOPER has posted the Performance Guarantees and commenced construction for the Curley Road 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 Curley Road 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 TIF 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. Notwithstanding anything in the DO or this DA to the contrary, in the event the COUNTY'S first 15-year Capital Improvement Plan (CIP) shows that the COUNTY has inadequate committed and planned revenue to construct the improvements needed to achieve and maintain the COUNTY'S adopted level of service standards on any of the roadways impacted by the Project (as set forth in Exhibit G of the DO and attached hereto as Exhibit B) during the term of the 15-year CIP, the DEVELOPER agrees to the following:

(1) The residential entitlements within the Project shall be subject to the "Option 1 Full Fee," as set forth in the TIF Schedule and indexed to the fiscal year of payment for any residential TIFs due after the COUNTY'S adoption of the 15-year Capital Improvement Element (CIE) that relies on revenue from the Option 1 Full Fee within the Project; and

(2) The COUNTY may utilize the additional projected revenue from the Option 1 Full Fee within the Project as a committed or planned funding source for one or more of the inadequately-funded roadways impacted by the Project in the 15-year CIP or 15-year CIE. The County shall consider other revenue sources in its formulation of the 15-year CIP.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit. The Credit-Receiving Entity shall be eligible for TIF credits for construction costs or payment in lieu of such costs for the Curley Road Pipeline Project, Phase 1, as detailed in this DA and the TIF Ordinance. The Credit-Receiving Entity shall be eligible for TIF credits for actual, reasonable construction costs or payment in lieu of such costs for the Curley Road Pipeline Project, Phase 2, as detailed in this DA and the TIF Ordinance. Reasonable construction costs shall be determined by the County Administrator or his designee (Administrator). In no event shall such TIF credit exceed the lesser of actual costs or the estimated costs assumed in Exhibit B of this DA (Exhibit G of the DO). Because completion of the proportionate-share pipeline project and payment of TIFs for the Project pursuant to the requirements of this DA also serve as a guarantee of transportation concurrency capacity through 2020 for the Project, any TIF credits are not transferable outside the boundaries of the Project. For Fiscal Year 2010, the COUNTY agrees to provide impact fee credits equivalent to 200 single-family detached units; 120 age-restricted, single-family detached units; and 75 townhouse units. For Fiscal Year 2011, the COUNTY agrees to provide impact fee credits equivalent to 200 single-family detached units; 120 age-restricted, single-family

detached units; and 75 townhouse units. The amount of each credit will be determined at the time of application for the Building Permit based upon the impact fee schedule at that time. The issuance of credits shall be limited by the provisions in Section 7.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 Administrator 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, the anticipated square footage for commercial and office, and the number of rooms for motel. In conjunction with the preparation of the COUNTY'S annual CIP Budget, the Administrator 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 fiscal years. Once the DEVELOPER and/or the Credit-Receiving Entity has received impact fee credits equal to the expenditures for the Curley Road Pipeline Project, 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. To receive impact fee credit or reimbursement, all requests and invoices for the Curley Road Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by the COUNTY of the Curley Road 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.

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

- (a) Site-Related Improvements, including any associated right-of-way donations and/or acquisitions as defined above in Section 4.b.(2).
- (b) Site-related intersection improvements as depicted in Exhibit H of the DO and attached hereto as Exhibit E.
- (c) Any internal roadway improvements or right-of-way dedications required by the DO, MPUD Master Planned Unit Development Conditions of Approval, and/or the LDC.
- (d) Construction Engineering and Inspection (CEI) expenses in excess of ten (10) percent of the total Curley Road Pipeline Project cost.
- (e) Curley Road Pipeline Project costs not specifically set forth in this Ordinance; e.g., financing, insurance, and bonding expenses.

In addition, the DEVELOPER and Credit-Receiving Entity shall not be eligible for impact fees, Proportionate-Share credits, 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.

(3) 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.

(4) Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the Curley Road Pipeline Project 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.

(5) 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.

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

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: A Letter of Credit (LOC) or other Performance Guarantee acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the Curley Road Pipeline Project, Phase 1 (Performance Guarantee No. 1), shall be posted in favor of and provided to the COUNTY prior to approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required) or prior to January 1, 2013, or ninety (90) days prior to construction commencement for such phase, whichever occurs first. A second Performance Guarantee acceptable to and approved by the COUNTY to guarantee completion of Curley Road Pipeline Project, Phase 2 (Performance Guarantee No. 2), shall be posted in favor of and provided to the COUNTY prior to June 30, 2016, or ninety (90) days prior to construction commencement for such phase, whichever occurs first. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the Project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF credits or reimbursements due pursuant to Section 6 above and/or stop the issuance of Building Permits and other development approvals. The DEVELOPER shall post Performance Guarantee No. 1, in the amount of 25 percent of the cost of the Curley Road Pipeline Project, Phase 1, of Thirty-One Million Twenty-Seven

Thousand Ninety-Nine and 00/100 Dollars [\$31,027,099.00], in October 2006 dollars as adjusted to the date of posting, plus the estimated cost of construction for the portion of the Curley Road Pipeline Project, Phase 2, within the Town Center, to guarantee construction of the Curley Road Pipeline Project, Phase 1, and the portion of the Curley Road Pipeline Project, Phase 2, within the Town Center. The DEVELOPER shall post Performance Guarantee No. 2 in the amount of 125 percent of the cost of the Curley Road Pipeline Project, Phase 2, of Twenty Million Four Hundred Seventy Thousand Ninety and 00/100 Dollars [\$20,470,090.00] in October 2006 dollars as adjusted to the date of posting, less any amounts already guaranteed in Performance Guarantee No. 1 or any portion of the Curley Road Pipeline Project, Phase 2, already constructed to guarantee construction of or payment for the Curley Road Pipeline Project, Phase 2. No later than ninety (90) days and no earlier than 180 days prior to the applicable Performance Guarantee posting deadlines set forth above, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for each Project as applicable. Upon approval of the updated Cost Estimate by the COUNTY, the DEVELOPER shall provide the COUNTY with a revised Performance Guarantee for each Project as applicable in the minimum amount equal to 125 percent of the updated COUNTY-approved Cost Estimate. On the renewal date of each Performance Guarantee as applicable, the Performance Guarantee may be reduced provided an updated Cost Estimate for the remainder of the applicable Project is provided to and approved by the COUNTY and provided that the Performance Guarantee is not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder. The Performance Guarantees shall be returned to the DEVELOPER upon fulfillment of the obligation guaranteed by the Performance Guarantee.

b. Conditions for Performance Guarantees:

(1) The Performance Guarantee in accordance with this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the Performance Guarantee Issuer), unless otherwise approved by the Risk Manager and the County Attorney's office (CAO).

(2) The Performance Guarantee Issuer shall be:

(a) Organized and existing under the laws of Florida, or

(b) Organized under the laws of the U.S. and have a principal place of business in Florida, and

(c) Have a branch office which is authorized under the laws of Florida or the U.S. to receive deposits in Florida.

(3) The Performance Guarantee must provide for draws to be made on it at an office within 100 miles from the COUNTY.

(4) The Performance Guarantee must be signed by the President or Vice President of the Performance Guarantee Issuer.

(5) The Performance Guarantee Issuer must have and maintain:

(a) An average financial-condition ranking of thirty-five (35) or more from two (2) nationally recognized, financial-rating services, compiled quarterly by the Florida Department of Financial Services, Division of Treasury, unless otherwise approved by the Risk Manager and the CAO.

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

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

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY, in accordance with the COUNTY Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing an Performance Guarantee valid for the entire three (3) year initial maintenance period plus six (6) months. The monetary amount which shall be made available to the COUNTY under the terms of the Performance Guarantee shall be equal to fifteen (15) percent of the cost of the Project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in the Engineering Services Department's, *A Procedural Guide for the Preparation of Assurances of Completion and Maintenance* (as may be subsequently amended). The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of an Performance Guarantee in accordance with this section. The DEVELOPER shall be responsible for maintaining the Project during the initial maintenance period, and, if any part of the Project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the Project during the initial maintenance period, the Administrator shall notify the DEVELOPER in writing via certified U.S. Mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the COUNTY Engineering Inspections Division not before ninety (90) days prior to the termination of the initial

maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified U.S. Mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required three (3) year Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Administrator, or in the case of no defects, but in any case no sooner than the completion of the three (3) year maintenance period, the Administrator may recommend to the COUNTY the release of the Maintenance Guarantee.

9. INDEMNIFICATION AND INSURANCE

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

or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

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

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

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

the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

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

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

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this DA, other than workers' compensation and employer's liability policy, shall specifically provide that the COUNTY, COUNTY Engineer, and each of their elected officers, employees, and agents shall be an "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 COUNTY Certificate of Insurance form, which shall be

provided to the engineers and/or contractors by the DEVELOPER. The DEVELOPER may obtain a sample copy of this certificate from the COUNTY.

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

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: One Million and 00/100 Dollars (\$1,000,000.00) each accident.

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

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

- (i) General Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (ii) Products, Completed Operations Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (iii) Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars (\$1,000,000.00).
- (iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- (v) Property Damage (Each Occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- (vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- (vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

10. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to

make a claim and collect on the entire Performance Guarantees required by Section 6 (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 signalization-payment obligation has been fulfilled to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

c. Time Extensions:

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

(2) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Required Roadway Improvements, the DEVELOPER may, prior to the deadline, submit a request to the Administrator for an amendment to this DA to extend the deadline, and the 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.

(3) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Curley Road Pipeline Project because the COUNTY did not complete design and/or right-of-way acquisition, the deadlines shall be automatically extended by the amount of time it takes the COUNTY to complete such design and/or right-of-way acquisition as applicable.

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

e. Contracts: All contracts entered into by the DEVELOPER for the Required Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be

specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

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

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

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

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

h. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Keith Brickley, Esq., 500 E. Kennedy Boulevard, Suite 200, Tampa, FL 33602; with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654; and with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which materially affect the requirements in 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, Florida Statutes. All other amendments to this DA shall not require an NOPC or DO amendment.

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

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

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

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

o. Severability: Each provision of this DA is material to the Board of County Commissioners' approval of this DA. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the DA shall be suspended until such time that the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made. 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 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 a result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared invalid or illegal.

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

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

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

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

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

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

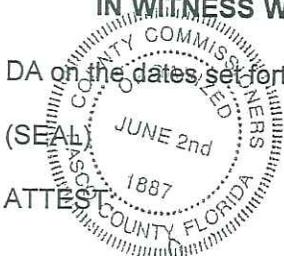
v. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

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

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

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

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



Paula S. O'Neill

 PAULA S. O'NEILL, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
 OF PASCO COUNTY, FLORIDA

John Mann
 _____, CHAIRMAN

Date: APPROVED
 NOV 03 2009

WITNESSES:

EPPERSON RANCH, **BOCC**

BY: _____

 Print
 Its _____
 Title

STATE OF FLORIDA
COUNTY PASCO

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

Seal:

NOTARY

EXHIBITS

- A. Legal Description
- B. Proportionate-Share Table
- C. Curley Road Pipeline Project
- D. Elam Road
- E. Site-Related Intersection Improvements

EXHIBIT A

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION

**EXHIBIT A
EPPERSON RANCH DRI
LEGAL DESCRIPTION**

Parcel 1 - Lying North of Elam Road

Part 1

The West 1/2 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Curley Road (County Road 577) and LESS AND EXCEPT right-of-way for Tyndall Road.

AND TOGETHER WITH

Part 2

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of Section 22, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT road right of way for Tyndall Road.

AND TOGETHER WITH

Part 3

All that portion of Section 27, Township 25 South, Range 20 East, Pasco County, Florida, lying North of Elam Road.
LESS AND EXCEPT (from O.R. 71, Page 426) The West 1/2 of Section 27, lying North of dirt road running East and West except the East 60.00 feet thereof lying South of King Lake.

AND TOGETHER WITH

Part 4

The Northwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road 577).

AND TOGETHER WITH

HIATUS PARCEL 1

The Northeast 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County

Road 577).

PARCEL 2 - Lying South of Elam Road

Part 1 (From O.R. Book 1005, Page 1423)

Sections 33 and 34, Township 25 South, Range 20 East and
Sections 3 and 4 in Township 26 South, Range 20 East.

PARCEL 2: Commence at the NW corner of the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet for a point of beginning; thence run North 0°36'47" West, 2746.44 feet, thence North 79°19'59" East, 205.0 feet; thence North 0°36'47" West, 384.0 feet, thence North 79°08'13" East, 1692.52 feet, thence South 1°05'50" West, 385.0 feet, thence North 79°19'59" East, 172.0 feet, thence South 1°05'50" West, 1924.0 feet, thence South 79°19'59" West, 1156.0 feet, thence South 3°42'20" West, 2395.0 feet to the centerline of County Road, thence South 89°32'20" West, along said centerline, 648.95 feet, thence North 0°37'26" West, 1398.82 feet to the point of beginning said land being in Sections 33 and 34, Township 25 South, Range 20 East, and in Section 3 and 4, Township 26 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 2 (from O.R. Book 1005, Page 1423)

Sections 27, 28, 33 and 34, Township 25 South, Range 20 East.

PARCEL 3: Commence at the NW corner of Section 4, Township 26 South, Range 20 East, the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet, thence North 0°36'47" West, 5025.44 feet for a point of beginning; thence continue North 0°36'47" West, 2067.0 feet to the centerline of County Road, thence North 77°04'05" East, along said centerline, 3,362.65 feet, thence South 1°11'39" West, 2203.43 feet, thence South 79°07'36" West, 3267.99 feet to the point of beginning, said land being in Sections 27, 28, 33 and 34.

AND TOGETHER WITH

Part 3 (from O.R. Book 1005, Page 423)

The West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road, Less the West 320 feet thereof.

AND TOGETHER WITH

Part 4 (from O.R. Book 1005, Page 423)

All of Section 35, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577).

AND TOGETHER WITH

Part 5 (from O.R. Book 1005, Page 423)

The West 320 feet of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road.

AND TOGETHER WITH

Part 6 (from O.R. Book 1005, Page 423)

The East 2580 feet of Section 34, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577)

AND TOGETHER WITH

Part 7 (from O.R. Book 1581, Page 851)

PARCEL 9: A portion of that Parcel Number 5 recorded in Official Record Book 367, Page 52 of the Public Records of Pasco County, Florida being described as follows:

Commence at the Northwest corner of Section 4, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°49'27"E., along the North line of said Section 4, a distance of 4662.83 feet; thence N.00°36'47"W., a distance of 2746.44 feet for a Point of Beginning; thence continue N.00°36'47"W., a distance of 2279.00 feet; thence N.79°07'36"E.,

a distance of 3267.99 feet; thence S.01°11'39"W., a distance of 1009.16 feet; thence S.88°54'10"E., a distance of 20.00 feet; thence S.01°05'50"W., a distance of 1301.12 feet; thence S.79°19'59"W., a distance of 1158.14 feet to the West line of Parcel 5; thence N.01°05'50"E., a distance of 17.05 feet; thence S.79°19'59"W., a distance of 172.00 feet; thence N.01°05'50"E., a distance of 385.00 feet; thence S.79°08'13"W., a distance of 1692.52 feet; thence S.00°36'47"E., a distance of 384.00 feet; thence S.79°19'59"W., a distance of 205.00 feet to the Point of Beginning.

AND TOGETHER WITH

Part 8 (from O.R. Book 1581, Page 851)

Commence at the SW corner of Section 33, Township 25 South, Range 20 East, thence run N.89°49'27"E., along the South line of said Section 33, a distance of 4662.83 feet, thence N.00°36'47"W., a distance of 5025.44 feet, thence N.79°07'36"E., a distance of 3267.99 feet, thence N.01°11'39"E., a distance of 187.00 feet for a Point of Beginning; thence continue N.01°11'39"E., a distance of 2016.43 feet to the centerline of County Road, thence N.77°04'05"E., along said centerline, a distance of 243.94 feet, thence continue along said centerline N.86°50'20"E., a distance of 1340.92 feet, thence continue along said centerline, N.89°36'20"E., a distance of 459.40 feet, thence S.01°15'12"W., a distance of 1742.37 feet, thence West 455.80 feet, thence S.58°21'49"W., a distance of 722.34 feet, thence S.88°24'49"W., a distance of 969.50 feet to the Point of Beginning, said land being in Section 27, Township 25 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 9 (from O.R. Book 1005, Page 423)

All that part of Section 27 lying South of Elam Road, EXCEPT the West 2580 feet, and that part deeded to Pasco Packing per record book 367, page 52, Township 25 South, Range 20 E., Pasco County, Florida.

AND TOGETHER WITH

HIATUS PARCEL 2

DESCRIPTION: All that part of Section 34, Township 25 South, Range 20 East, Pasco County Florida, lying North and East of that Lennar Homes property as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida, lying Easterly of that property described in O.R. Book 1582, Page 851, Public Records of Pasco County, Florida and lying West of the West boundary of the East 2580 feet of said Section 34.

LESS AND EXCEPT

That property deeded to Lennar Homes, Inc. by Warranty Deed recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida

ALL OF THAT PART LYING SOUTH OF ELAM ROAD AS SURVEYED AND BEING MORE PARTICULARLY DESCRIBED

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33, 34 and 35, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 25 South, Range 20 East and run thence N.00°14'45"W., 1909.05 feet along the West boundary of the Southwest 1/4 of said Section 27 to the Southerly maintained right-of-way line of Elam Road for a POINT OF BEGINNING; thence Northeasterly and Easterly along said maintained right-of-way line the following eight (8) courses: 1) N.77°05'11"E., 2651.09 feet to a point of curvature; 2) Easterly, 485.30 feet along the arc of a curve to the right having a radius of 2950.00 feet and a central angle of 09°25'32" (chord bearing N.81°47'57"E., 484.75 feet) to a point of tangency; 3) N.86°30'43"E., 529.78 feet; 4) N.86°55'22"E., 401.50 feet; thence N.88°35'59"E., 442.78 feet to a point of curvature; 5) Easterly, 94.10 feet along the arc of a curve to the right having a radius of 9950.00 feet and a central angle of 00°32'31" (chord bearing N.88°52'15"E., 94.10 feet) to a point of tangency; 6) N.89°08'30"E., 156.93 feet; 7) S.89°55'58"E., 680.30 feet; 8) S.89°49'45"E., 1295.13 feet to a point on the East boundary of the West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East as surveyed and monumented by American Surveying & Mapping dated August 19, 1999 and previously surveyed

by Mullins and Shoun on September 9, 1970; thence S.00°54'21"W., 2632.19 feet along said East boundary to the South boundary of said Section 26 according to said surveys; thence S.89°40'12"E., 526.83 feet along the South boundary of the Southwest 1/4 as per said monumented and surveyed line to the Westerly right-of-way line of Curley Road (County Road No. 577); thence along said Westerly right-of-way line of Curley Road (County Road No. 577) the following three (3) courses: 1) S.37°33'50"W., 3707.50 feet to a point of curvature; 2) Southwesterly, 208.79 feet along the arc of a curve to the right having a radius of 5696.58 feet and a central angle of 02°06'00" (chord bearing S.38°36'50"W., 208.78 feet) to a point of tangency; 3) S.39°39'50"W., 1117.41 feet to the most Northeasterly corner of a parcel of land deeded by Lykes Pasco, Inc. to Lennar Homes, Inc. as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida; thence along the Northerly boundary of said Lennar Homes parcel the following six (6) courses: 1) N.50°20'19"W., 598.06 feet; 2) S.61°17'35"W., 1242.94 feet; 3) N.01°13'33"E., 2192.38 feet; 4) S.79°28'00"W., 1158.22 feet; 5) S.01°13'31"W., 378.33 feet; 6) S.79°27'40"W., 2035.85 feet to a point on the Easterly boundary of Lot 2, WILLIAMS DOUBLE BRANCH ESTATES as recorded in Plat Book 12, Pages 106 through 112, inclusive, Public Records of Pasco County, Florida; thence N.00°08'32"E., 286.32 feet along the East boundary of Lots 1 and 2 of said said WILLIAMS DOUBLE BRANCH ESTATES to the Northeast corner of said Lot 1; thence S.89°57'31"W., 11.98 feet along the North boundary of said Lot 1 to the West boundary of property as recorded in O.R. Book 1005, Page 1423, Public Records of Pasco County, Florida; thence N.00°29'05"W., 4420.36 feet along the West boundary of property as recorded in O.R. Book 1005, Page 1423 and O.R. Book 1582, Page 851, Public Records of Pasco County, Florida to the Southerly maintained right-of-way line of the aforesaid Elam Road; thence along said Southerly right-of-way line, N.77°05'11"E., 673.64 feet to the POINT OF BEGINNING.

EXHIBIT B

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

PROPORTIONATE-SHARE TABLE

EXHIBIT B

Proportionate Share Calculation Epperson Ranch Phase I&II Cumulative
(Revised October 11, 2007)

Roadway Segment	Improvement	Cost	Before	Max SV			Project Traffic ⁵	Project Traffic as % of Increased Capacity	Proportionate Share
				After	Increase				
I-75 (SR 56 to SR 54) NB	2LF to 4LF	\$34,011,738	2890	6030	3140	311	9.90%	\$3,368,679	
I-75 (SR 56 to SR 54) SB	2LF to 4LF	\$33,220,836	2890	6030	3140	225	7.17%	\$2,380,474	
Curley Road (SR 54 to Old Curley Road) ^{1 2}	New 4 LD ³	\$27,172,658	1300	4230	2930	2254	76.93%	\$20,903,471	
Curley Road (Old Curley Rd to 0.3 miles north of Overpass Rd)	New 4 LD ⁴	\$30,593,718	1300	2810	1510	2254	100.00%	\$30,593,718	
**Total Segment Length of 3.04 Miles									
Total Links								\$57,246,342	
Total Intersections								\$17,991,039	
Grand Total								\$75,237,381	

¹ See cost breakdown on Curley_Cost spreadsheet

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE
Epperson Ranch
(Revised October 11, 2007 Using August 2007 FDOT Cost Tables)

Intersection	Required Improvement	Cost	Project Traffic as % of Increased Capacity ¹	Proportionate Share
Phase I Only (2010)				
Curley Road at SR 54	EB Left (second) with receiving lane	\$ 3,779,035	24.75%	\$ 935,246
	SB Right (second)	\$ 711,718	24.75%	\$ 176,138
	WB Right	\$ 711,718	24.75%	\$ 176,138
Curley Road at Wells Road	NB Left (second) with receiving lane	\$ 3,779,035	77.96%	\$ 2,946,055
	Signalization ²	\$ 490,214	77.96%	\$ 382,160
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	Signalization ³	\$ 490,214		\$ -
Curley Road at Prospect Road	Signalization ³	\$ 400,120	80.19%	\$ 320,851
SR 52 at Curley Road	NB Left	\$ 645,366	10.51%	\$ 67,851
	Signalization ³	\$ 400,120	10.51%	\$ 42,067
SR 54 at SR 581	NB Left (third) ⁴	\$ 322,683	17.40%	\$ 56,146
	NB Right (second)	\$ 711,718	17.40%	\$ 123,837
	EB through (fourth) 0.4 long	\$ 5,013,871	17.40%	\$ 872,401
SR 54 at Boyette Road	Signalization	\$ 568,556	68.01%	\$ 386,675
PHASE 1 TOTAL				\$ 6,485,566
Phase I&II Cumulative (2015)				
Curley Road at SR 54	EB Left (second) ⁵	\$ 645,366	38.99%	\$ 258,082
	2 SB Right (second and third) ⁶	\$ 711,718	38.99%	\$ 284,616
	WB Right	\$ 711,718	38.99%	\$ 284,616
Curley Road at Tyndall Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Left	\$ 645,366		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Wells Road	NB Left (second) with receiving lane	\$ 3,133,669	100.00%	\$ 3,133,669
	Signalization ²	\$ 490,214	100.00%	\$ 490,214
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left ⁷	\$ -		\$ -
	SB Right ⁷	\$ -		\$ -
	Signalization ³	\$ 490,214		\$ -
Curley Road at Prospect Road	WB Left	\$ 322,683	100.00%	\$ 322,683
	NB Left	\$ 645,366	100.00%	\$ 645,366
	Signalization ³	\$ 400,120	100.00%	\$ 400,120
SR 52 at Curley Road	NB Left	\$ 645,366	29.31%	\$ 189,157
	EB Right	\$ 711,718	29.31%	\$ 208,605
	Signalization ³	\$ 400,120	29.31%	\$ 117,275
SR 54 at I-75 N Ramps ⁸			100.00%	\$ -
SR 54 at SR 581	Overpass	\$ 23,440,904	26.65%	\$ 6,247,001
	NB Right (second)	\$ 711,718	26.70%	\$ 190,029
SR 54 at Boyette Road	EB Left (second) with receiving lane	\$ 3,779,035	100.00%	\$ 3,779,035
	Signalization	\$ 568,556	100.00%	\$ 568,556
Boyette Road at Wells Road	NB Right	\$ 711,718	34.58%	\$ 246,112
	Signalization ³	\$ 400,120	34.58%	\$ 138,361
Morris Bridge Road at Chancey Road	SB Left	\$ 645,366	5.36%	\$ 34,592
	Signalization ³	\$ 400,120	5.36%	\$ 21,446
Prospect Road at Clinton Ave	NB Right	\$ 711,718	38.81%	\$ 276,218
	Signalization ³	\$ 400,120	38.81%	\$ 155,287
PHASES I & II TOTAL				\$ 17,991,039

¹ Project Traffic as a percentage of Increased Service Volume (for Phase I & II - difference between the E+C and the Phase II w/lmp).
² Cost of the receiving lane is included in the Curley Road mainline improvement.
³ Cost of turn lane included in cost of Curley Road mainline improvement.
⁴ ROW not included in the cost.
⁵ Cost of the NB turn lane is included in the Curley Road mainline improvement.
⁶ The cost of one SB right turn lane is included in the Curley Road mainline improvement.
⁷ Improvements (NB Right and NB Left) are included in the I-75 link Improvements.
⁸ Signalization cost revised to reflect the FDOT August 2007 Cost Tables; Costs may vary based on the mast arms required.
Notes
 FDOT August 2007 Specific Costs were used for all calculations, unless project-specific costs were available.

Project Impact at Intersections

Road/Intersection	Time Period	Before	After	Increase	Project Traffic	Project Impact	Project Impact Adj
Phase I							
Curley Road at SR 54	AM	6797	8684	1887	467	24.75%	24.75%
Curley Road at Wells Road	AM	517	1134	617	481	77.96%	77.96%
Curley Road at Elam Road	AM	277	751	474	388	81.86%	81.86%
Curley Road at Overpass Road					652	100.00%	100.00%
Curley Road at Prospect Road	PM	366	578	212	170	80.19%	80.19%
SR 52 at Curley Road	PM	0	1246	1246	131	10.51%	10.51%
SR 54 at SR 581	PM	7391	8937	1546	269	17.40%	17.40%
SR 54 at Boyette Road	PM	378	775	397	270	68.01%	68.01%

Phase I&II (Cumulative)

Curley Road at SR 54	AM	6797	9898	3101	1240	39.99%	39.99%
Curley Road at Tyndall Road	AM	216	833	617	664	107.62%	100.00%
Curley Road at Wells Road	AM	517	959	442	1405	317.87%	100.00%
Curley Road at Elam Road	AM	277	470	193	1289	667.88%	100.00%
Curley Road at Overpass Road						100.00%	100.00%
Curley Road at Prospect Road	PM	366	877	511	580	113.50%	100.00%
SR 52 at Curley Road	PM	0	1252	1252	367	29.31%	29.31%
SR 54 at I-75 N Ramps	PM	7270	7796	526	595	113.12%	100.00%
SR 54 at SR 581	PM	7391	11173	3782	1008	26.65%	26.65%
SR 54 at Boyette Road	AM	343	565	222	842	379.28%	100.00%
Boyette Road at Wells Road	AM	161	641	480	166	34.58%	34.58%
Morris Bridge Road at Chancey Road	PM	317	2014	1697	91	5.36%	5.36%
Prospect Road at Clinton Ave	PM	610	1012	402	156	38.81%	38.81%

Signal Costs based on FDOT August 2007 Cost Tables

2-lane mast arm

Total Project Cost = \$400,120

4-lane mast arm

Total Project Cost = \$490,214

6-lane mast arm

Total Project Cost = \$568,556

Curley Road (S.R. 54 to N. of Overpass Road) Revised Proportionate Share Calculation

NEW (Revised using August 2007 FDOT District 7 Costs)

From	To	Segment Length	Project Cost per Segment	Less Int Impr at Overpass	Total Project Cost Per Segment
SR 54	Old Curley Road	1.40	\$27,172,658		\$27,172,658
Old Curley Road	0.3 miles north of Overpass Rd	1.64	\$31,950,802	-\$1,357,084	\$30,593,718

Subtotal:

Curley Road at Overpass Road Intersection Costs	
Delete NB Left	\$ (645,366)
Delete SB Right	\$ (711,718)
Change	\$ (1,357,084)

NOTE: Revised based on Total project cost of \$59,123,460 from County CIP #4060

Date: 10/11/07

S:\Dev\svcs Documents\Growth Mgt\DRLEpperson Ranch DR112-4 BCC\DA\Copy of Copy of Exhibit B Prop Share Page 5.XLS\Curley_Cost

REVISED - CR 54/SR 54 at SR 581 Overpass

Item	Const Less Scope Contingency	Amount	Unit	Unit Cost	Cost	Design and CEI	R/W*	Total	Length (Mile)	Cost
4-lane road	\$16,022,427				\$20,028,033	\$6,008,410	\$22,526,912	\$48,563,355	0.37	\$17,968,441
Signing and Signalization		58,500	SF	\$35	\$340,113	\$614,250		\$340,113		\$340,113
Retaining Wall		3,900	LF	\$80	\$2,047,500	\$93,600		\$2,661,750		\$2,661,750
Retaining Wall Cap					\$312,000	\$45,000		\$405,600		\$405,600
Lighting					\$150,000	\$45,000		\$195,000		\$195,000
Bridge Overpass		11,000	SF	\$170	\$1,870,000			\$1,870,000		\$1,870,000
TOTAL:										\$23,440,904

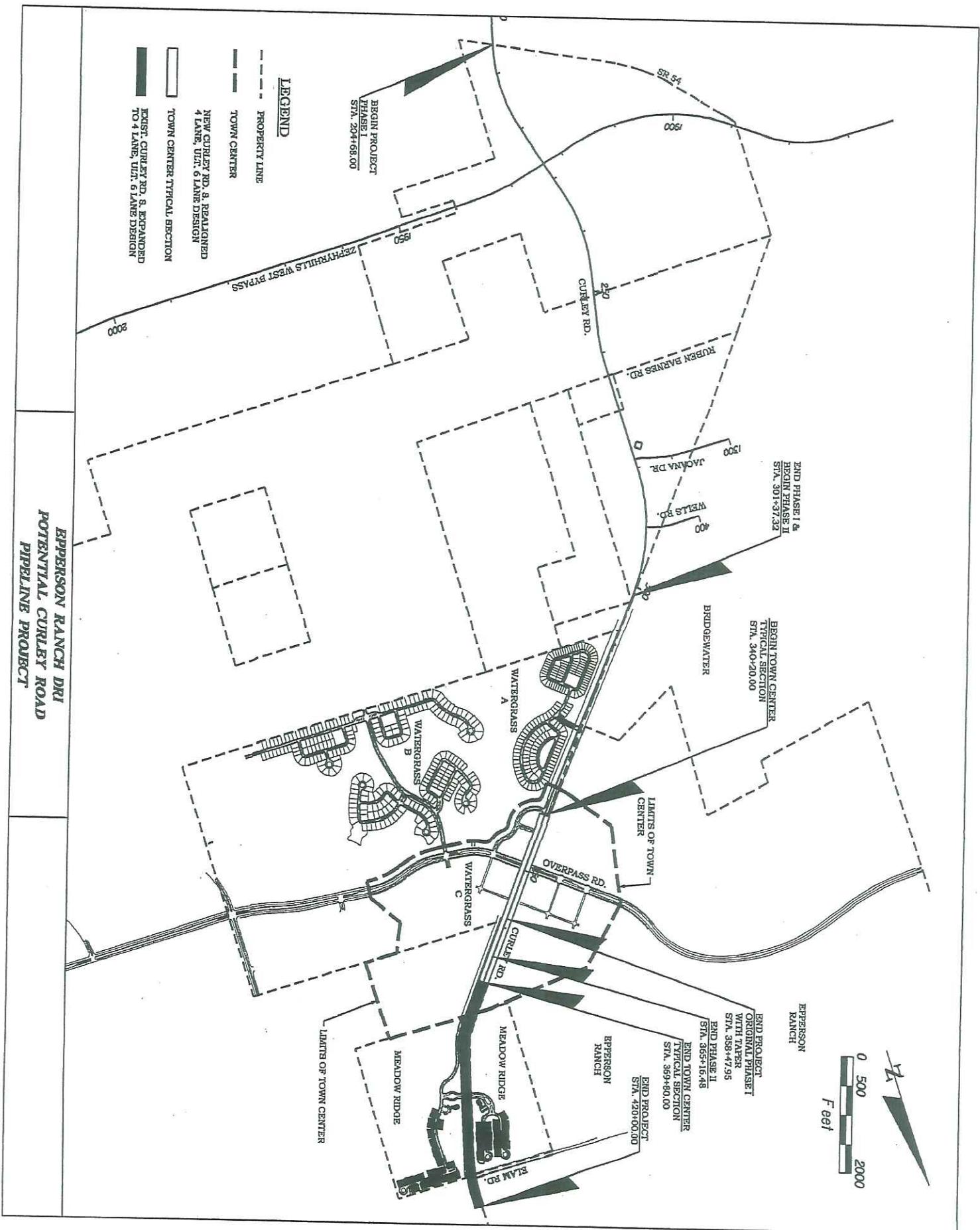
Note: Updated based on August 2007 FDOT District 7 Costs

*RW Calculated at 120% of "Const Less Scope Contingency" plus \$3.3 million Design and CEI is 30% of "Cost"
 All other unit and lighting costs estimated by URS Cost Estimators

EXHIBIT C

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

CURLEY ROAD PIPELINE PROJECT



**EPPERSON RANCH DRI
 POTENTIAL CURLEY ROAD
 PIPELINE PROJECT**

LOC COST CALCULATIONS	Miles	%	Cost	LOC
Phase 1 segment length	1.831	60%	\$ 31,027,099	\$ 38,783,873
Phase 2 segment length	1.208	40%	\$ 20,470,090	\$ 25,587,613
Total	3.04	100%	\$ 51,497,189	

EXHIBIT D

**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

ELAM ROAD

Legend

-  Epperson Ranch
-  Residential
-  Town Center
(Commercial/Office/Residential/Hotel)
-  Elementary School
-  King Lake & Wetlands
-  Eagle Nest
-  Recreation Dock/Park Area
-  Existing/Proposed Roadways
-  Elam Road 142' ROW provided by development
-  Elam Road 71' ROW provided by development
-  Project Access Points
-  Category I Wetland Roadway Crossings
-  Western most point of development



Scale: Not to Scale

Note:
This map illustrates the general location of development components. Regulatory approvals will determine exact roadway alignments, wetland locations, docks, town center and school site configurations. Specific details will be shown on County MPUD plans, final plats and construction plans. Offsite roads are shown for informational purposes only.

LENNAR
 A Development of
 Regional Impact
 By:

Exhibit D

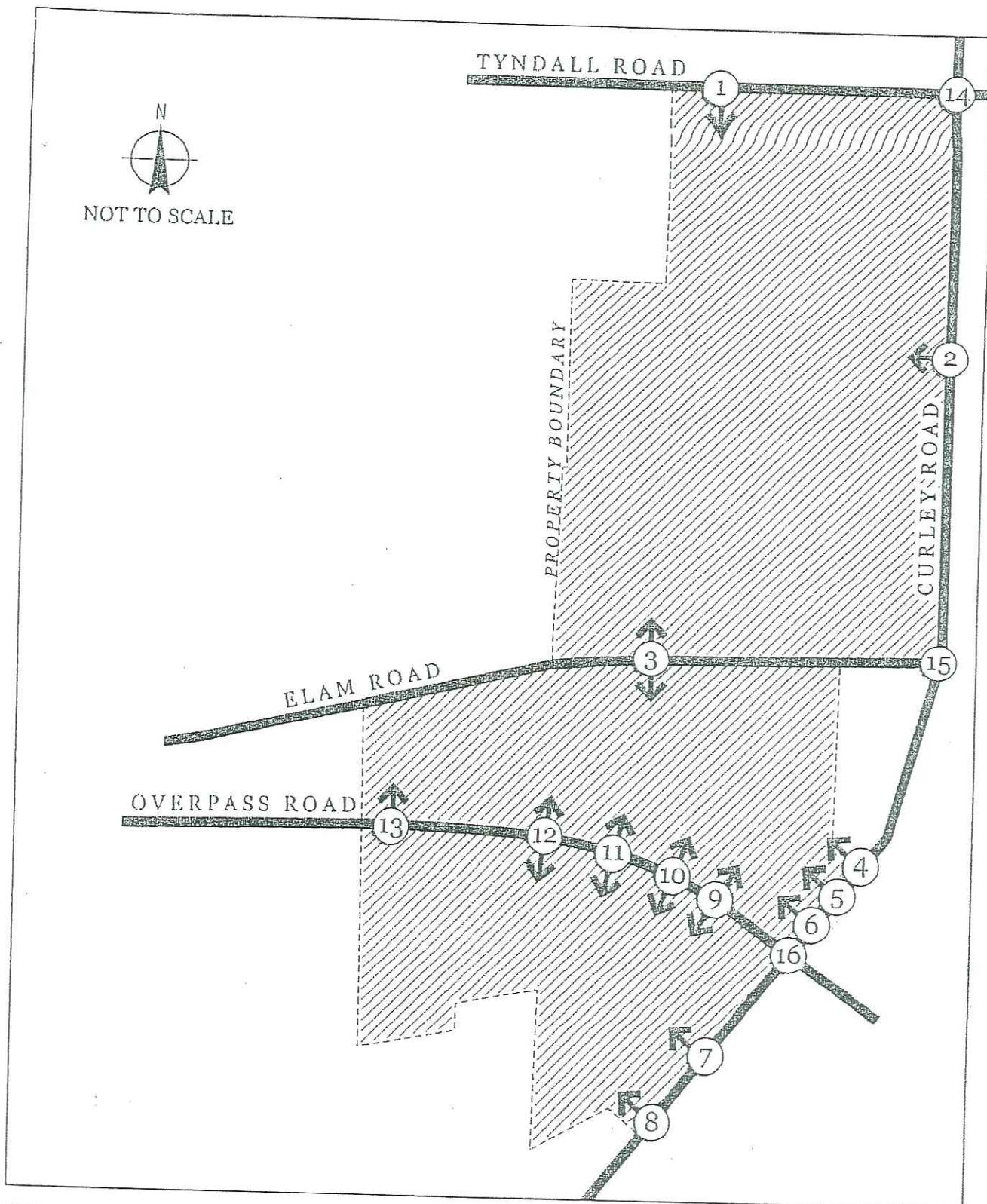
APRIL 4 2007

Epperson Ranch Pasco County, Florida

Consultant Team	
Biological Research Associates <i>Environmental</i>	Heidt & Associates, Inc. <i>Planning</i>
Figurski & Harrill <i>Legal</i>	Engineering <i>Environmental</i>
Fishkind & Associates, Inc. <i>Economics</i>	Nodarse & Associates, Inc. <i>Geotechnical</i>
Florida Design Consultants, Inc. <i>Transportation</i>	Southeastern Archaeological Research, Inc. <i>Archaeological</i>

EXHIBIT E

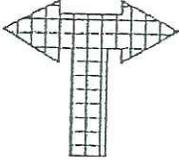
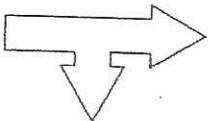
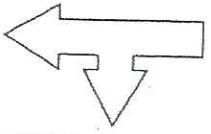
**DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT
SITE-RELATED INTERSECTION IMPROVEMENTS**



EPPERSON RANCH
 Intersection Locations Map
Figure 1

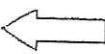
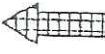


TYNDALL ROAD



DRIVE 1

LEGEND

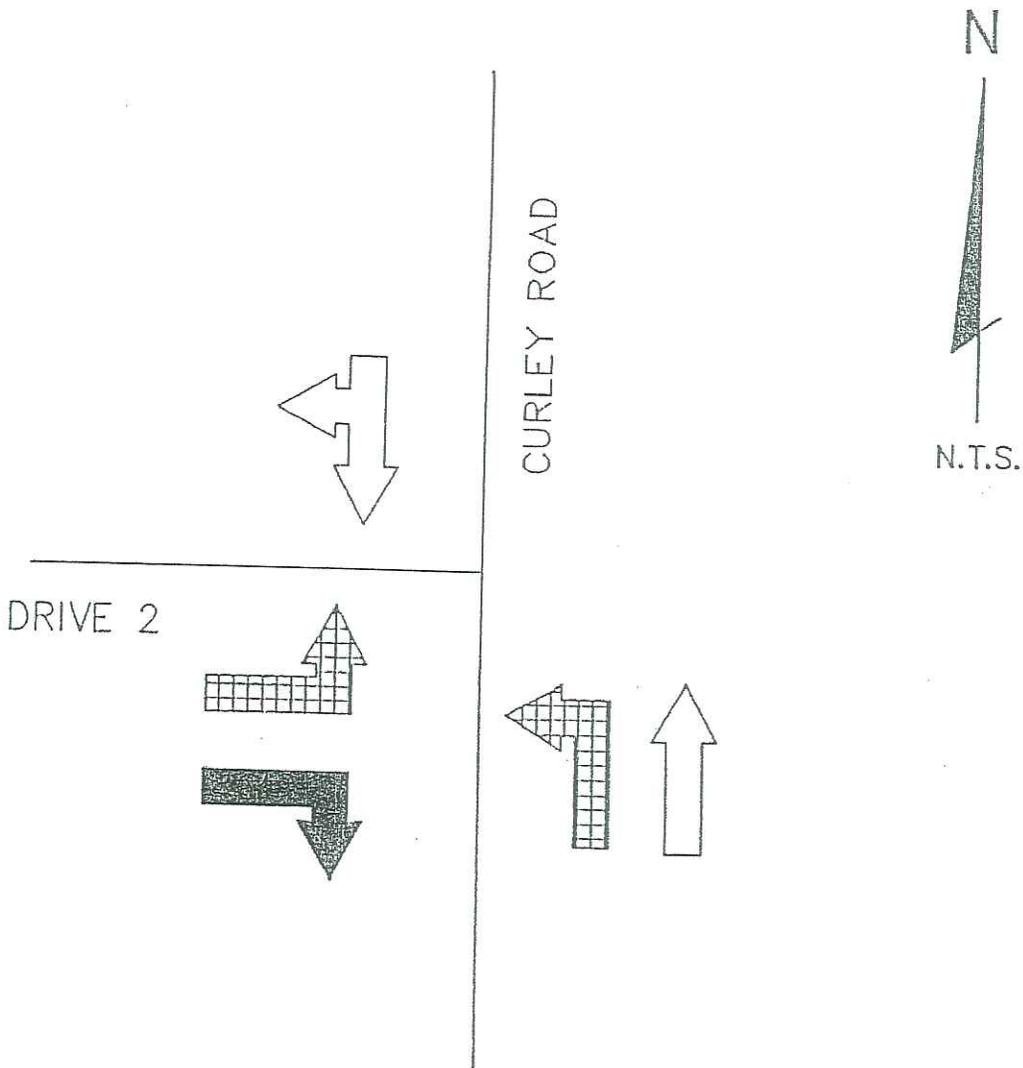
-  EXISTING LANE GEOMETRY
-  PHASE ONE IMPROVEMENT
-  PHASE TWO IMPROVEMENT

I:\137\Intersection Figures\Intersection 1.dwg - May 26, 2006 0:11:08am - svddals

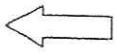
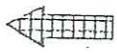
 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	DESCRIPTION: INTERSECTION # 1 (SEE FIGURE 1)		PROJECT No. 137	EPN.
			DATE: 5-26-06	FIGURE: 2
			DRAWN BY: SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

T:\137\Intersection Figures\Intersection 2.dwg - May 25, 2006 11:10am - svd\dlis



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

DESCRIPTION:

INTERSECTION # 2 (SEE FIGURE 1)

PROJECT No.
137

EPN.

DATE:
5-26-06

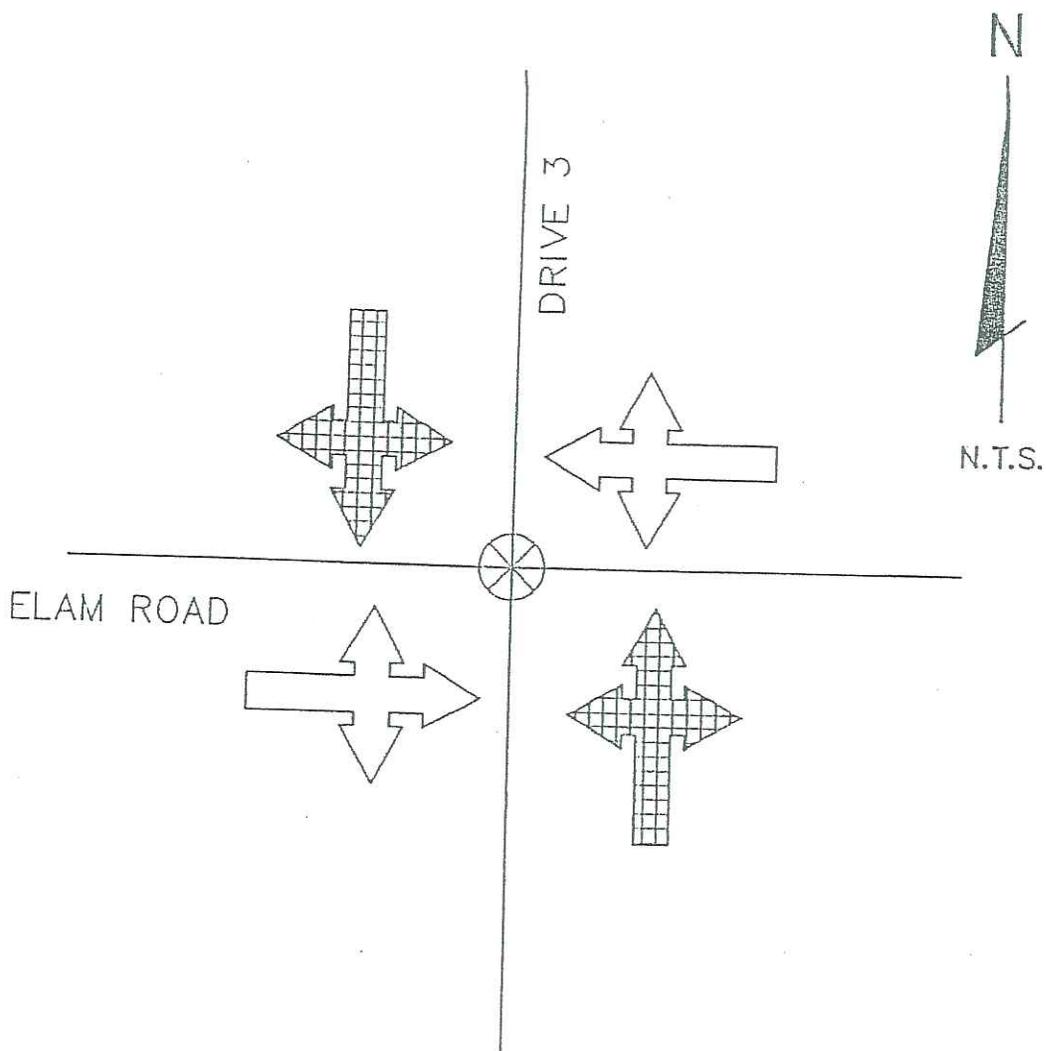
FIGURE:

DRAWN BY:
SMV

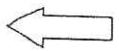
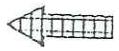
3



FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel: (727) 849-7588 - Fax: (727) 848-3648



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

DESCRIPTION.

INTERSECTION # 3 (SEE FIGURE 1)

PROJECT No.
137

EPH.

DATE.
5-25-06

FIGURE.

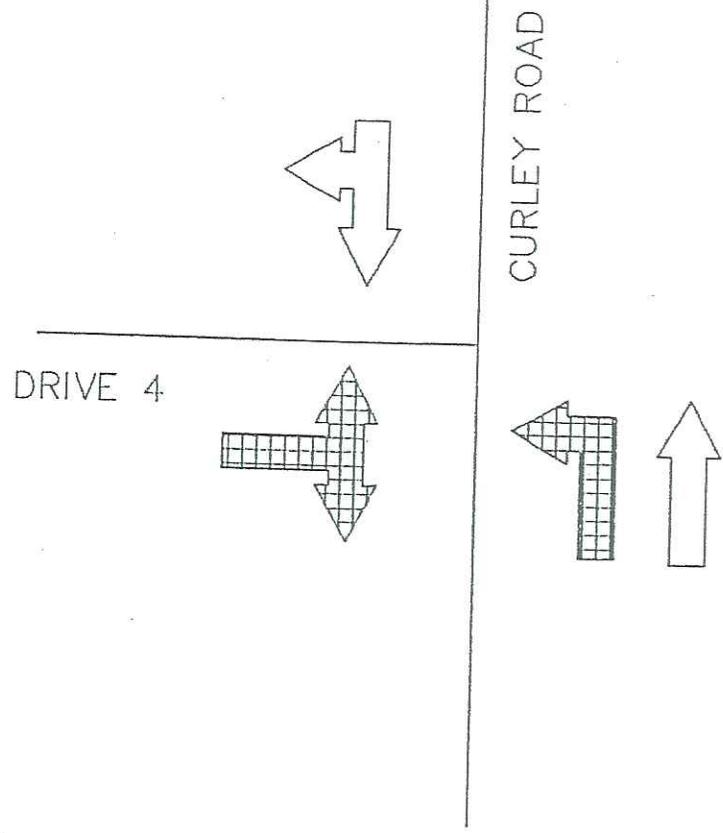
DRAWN BY.
SMV

4

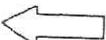
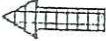


FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel: (727) 849-7588 - Fax: (727) 848-3648

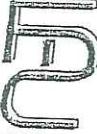
T:\137\Intersection Figures\Intersection 3.dwg - May 26, 2006 @ 11:13am - svedalis



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 4.dwg - May 23, 2006 @ 9:55am - svd\ojs

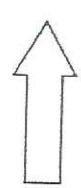
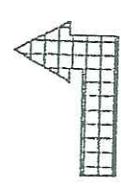
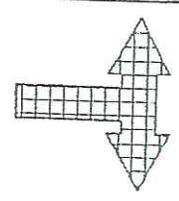
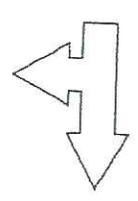
 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648</p>	DESCRIPTION: INTERSECTION # 4 (SEE FIGURE 1)		PROJECT No. 137	EPH.
			DATE: 5-31-06	FIGURE: 5
			DRAWN BY: SMV	

©Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

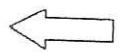
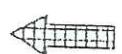


CURLEY ROAD

DRIVE 5

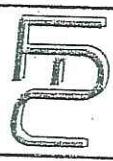


LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

E:\137\Intersection Figures\Intersection 5.dwg - May 31, 2006 @ 9:56am - svladis

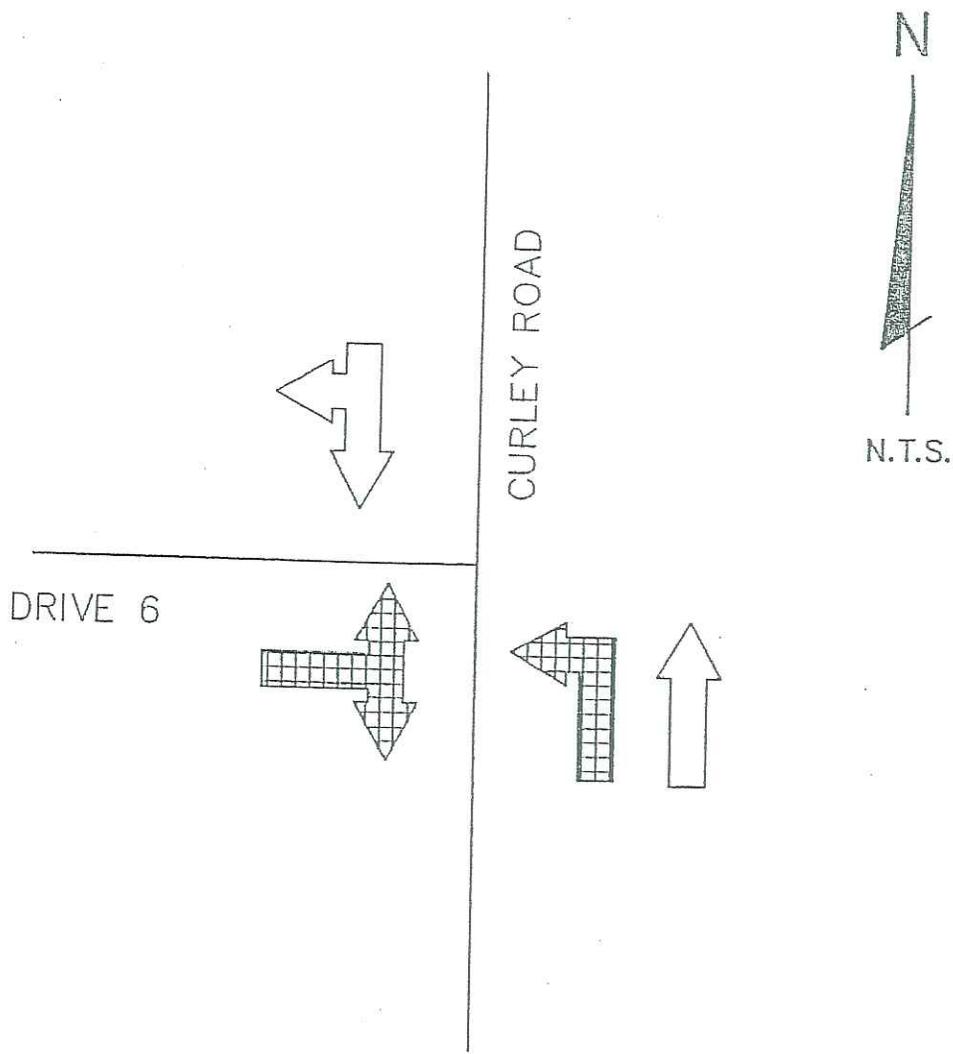
DESCRIPTION: INTERSECTION # 5 (SEE FIGURE 1)	PROJECT No. 137	EPH.
	DATE. 5-31-06	FIGURE: 6
DRAWN BY: SMV		



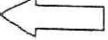
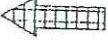
FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel. (727) 849-7566 - Fax: (727) 848-3648

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

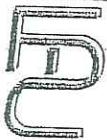
T:\137\Intersection Figures\Intersection 6.dwg - May 31, 2006 @ 9:55am - swichahs



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

DESCRIPTION: INTERSECTION # 6 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	DATE: 5-31-06	FIGURE: 7
	DRAWN BY: SMV	



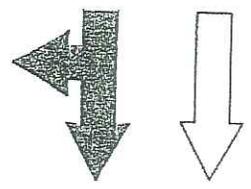
FLORIDA DESIGN CONSULTANTS, INC.
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
 3030 Starkey Blvd, New Port Richey FL 34655
 Tel. (727) 849-7588 - Fax. (727) 848-3648

N

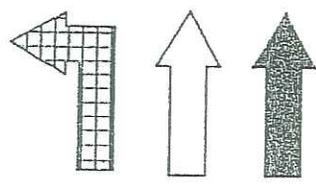
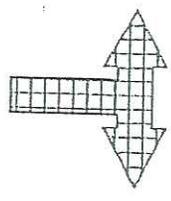


N.T.S.

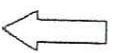
CURLEY ROAD



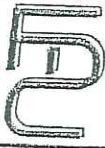
DRIVE 7



LEGEND

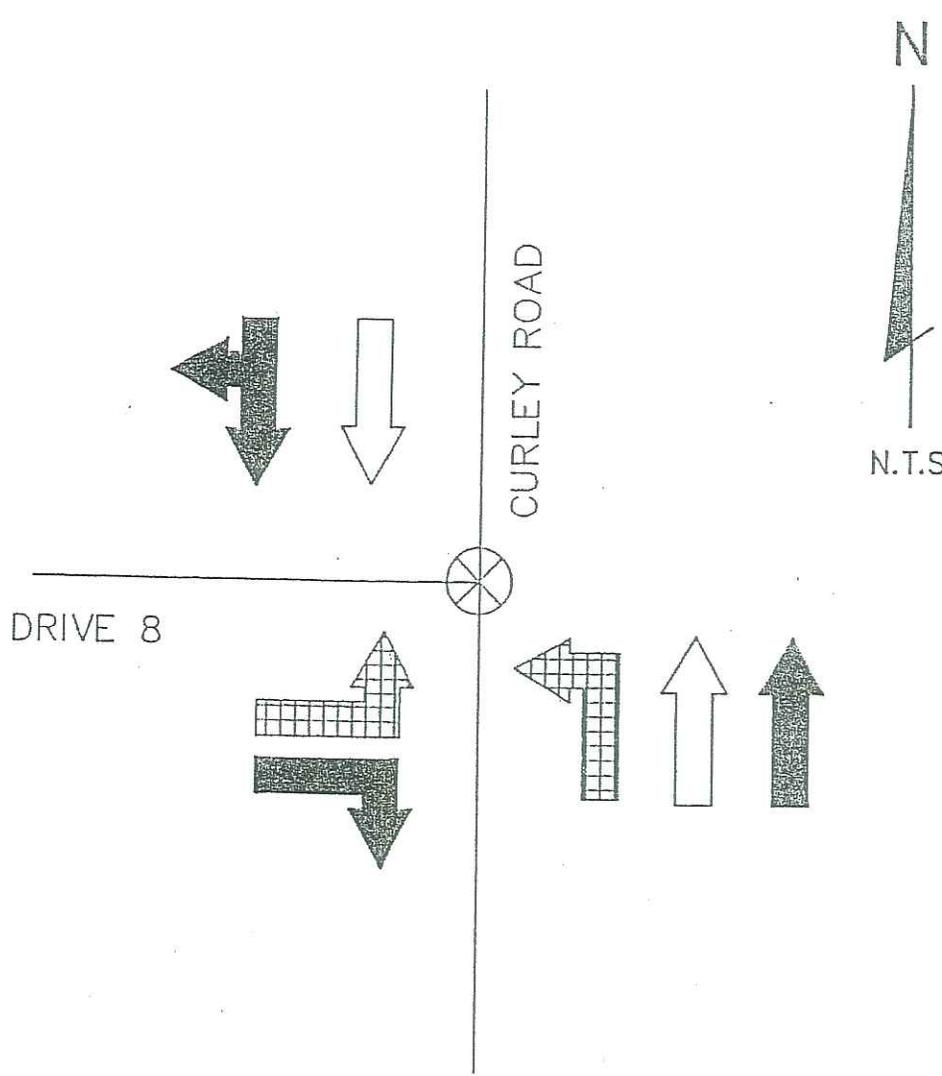
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 7.dwg - May 31, 2006 © 9:59am - svdalis

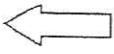
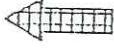
DESCRIPTION	INTERSECTION # 7 (SEE FIGURE 1)		PROJECT No. 137	EPN.
	 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd. New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648		DATE. 5-31-06	FIGURE.
			DRAWN BY. SMV	8

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

T:\137\Intersection Figures\Intersection B.dwg - May 26, 2006 © 11:26am - svicollis

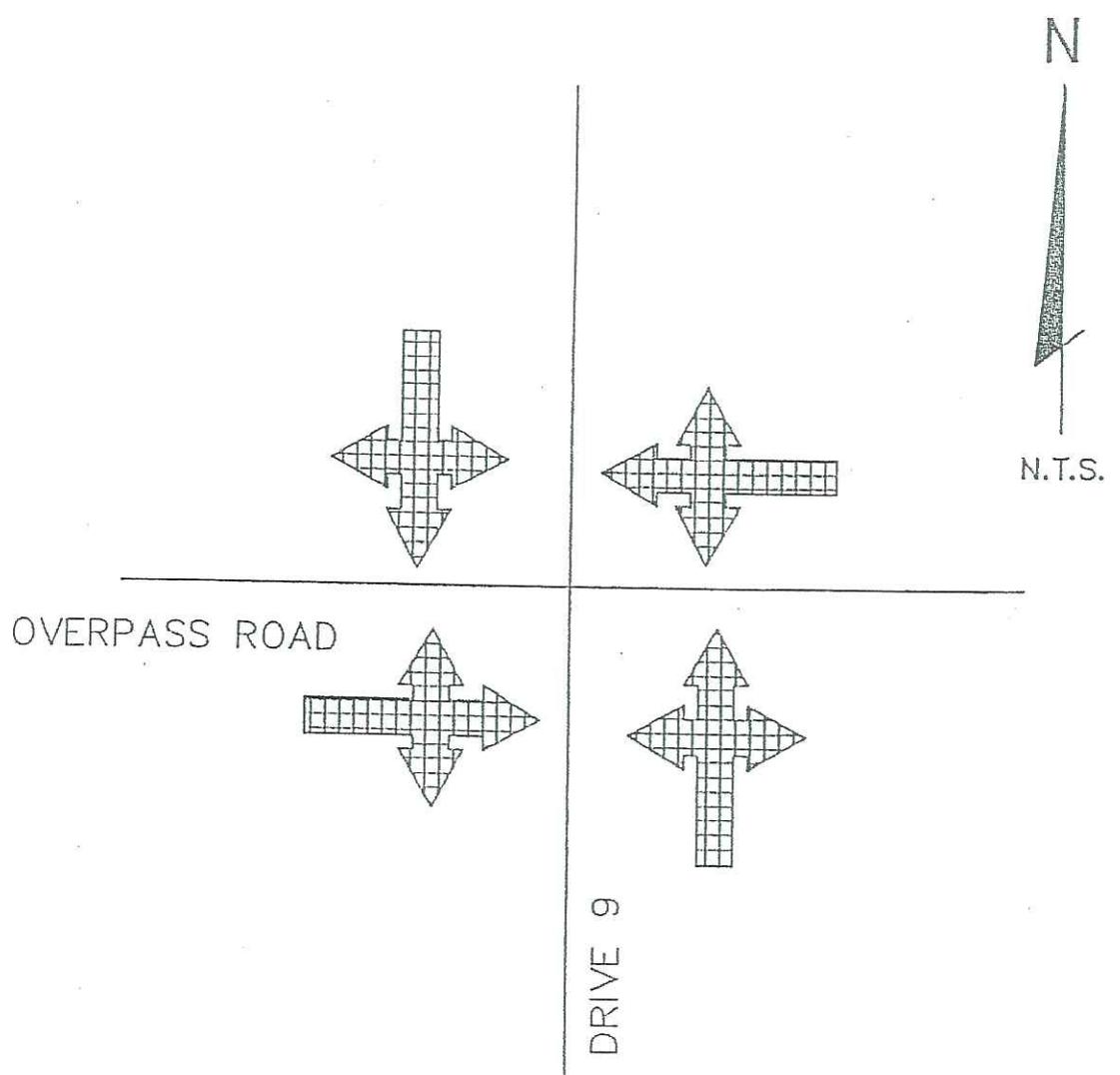


LEGEND

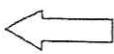
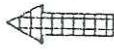
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

<p>DESCRIPTION: INTERSECTION # 8 (SEE FIGURE 1)</p>  <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7586 - Fax. (727) 848-3648</p>	PROJECT No. 137	EPN.
	DATE: 5-26-06	FIGURE: 9
	DRAWN BY: SMV	

T:\137\Intersection Figures\Intersection 9.dwg - May 25, 2006 @ 11:28am - svd\dfs



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

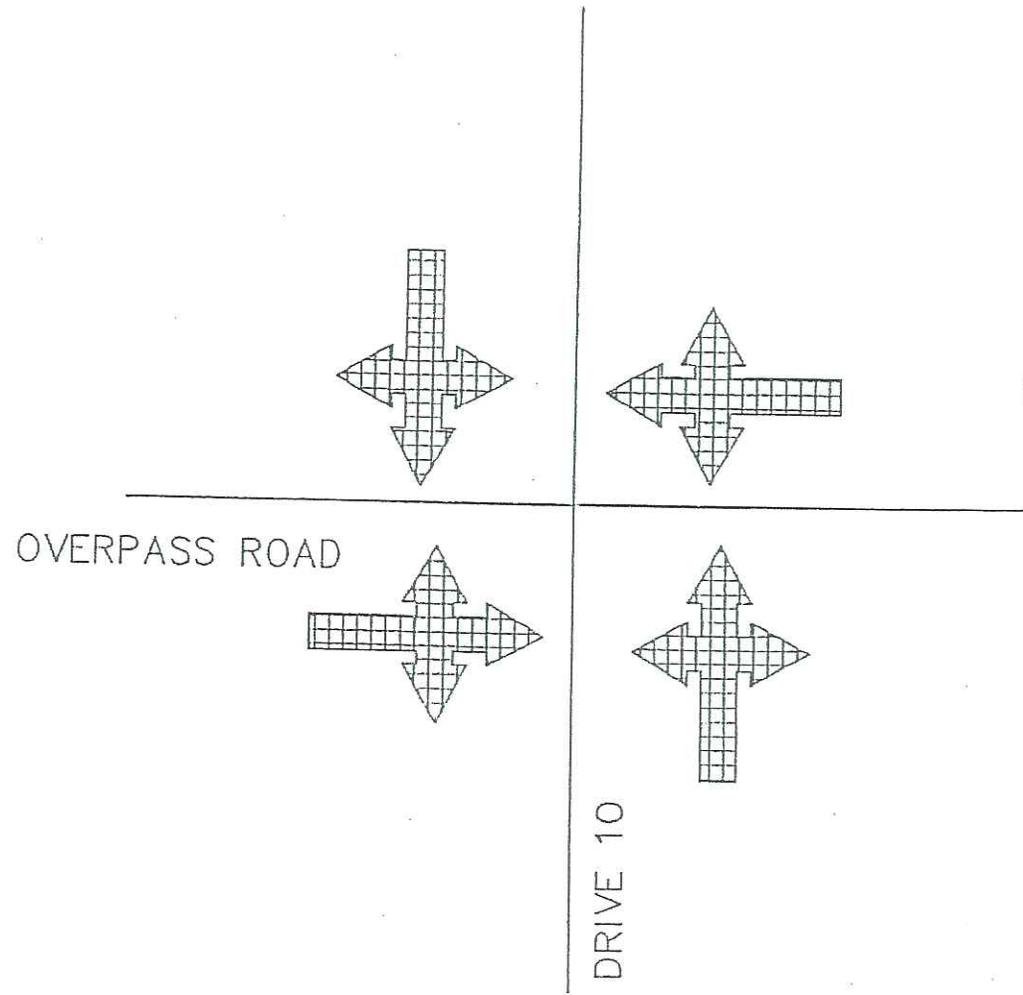
DESCRIPTION: INTERSECTION # 9 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	DATE: 5-26-06	FIGURE: 10
FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 649-7588 - Fax. (727) 848-3648		DRAWN BY: SMV

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

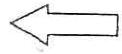
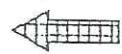
N



N.T.S.



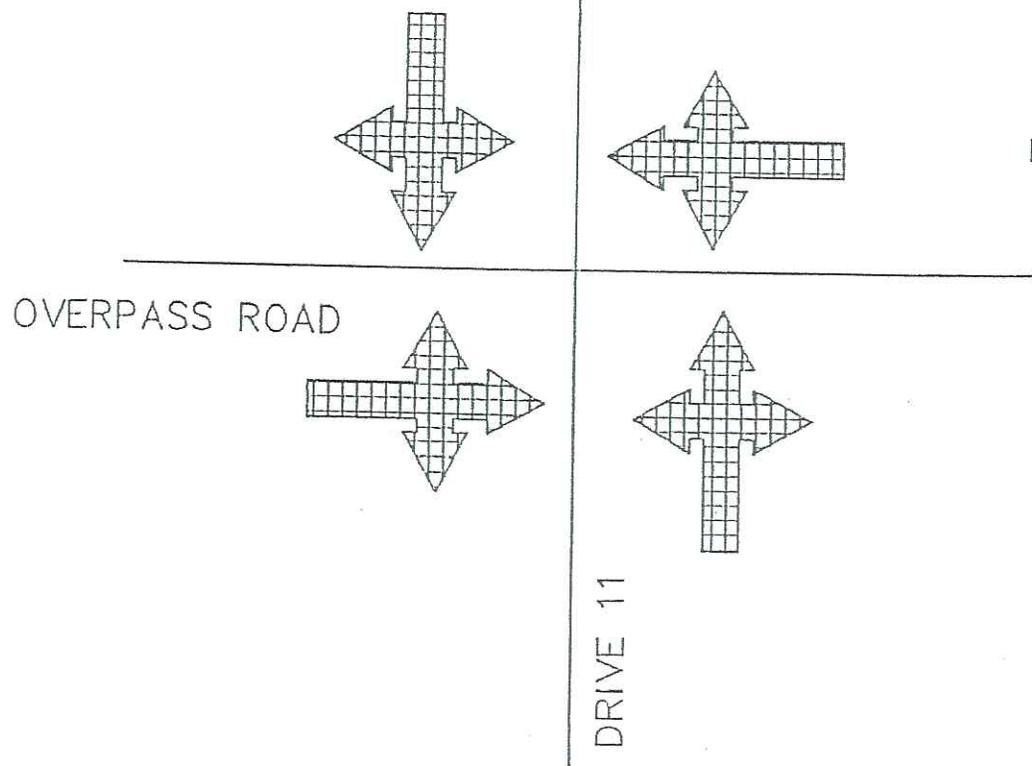
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

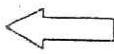
T:\137\Intersection Figures\Intersection 10.dwg - May 25, 2006 @ 11:31am - svd\ds

DESCRIPTION.	INTERSECTION # 10 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 845-7586 - Fax. (727) 848-3648	DATE. 5-26-06	FIGURE. 11
		DRAWN BY. SMV	

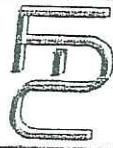
© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 11.dwg - May 26, 2006 @ 11:32am - svidora

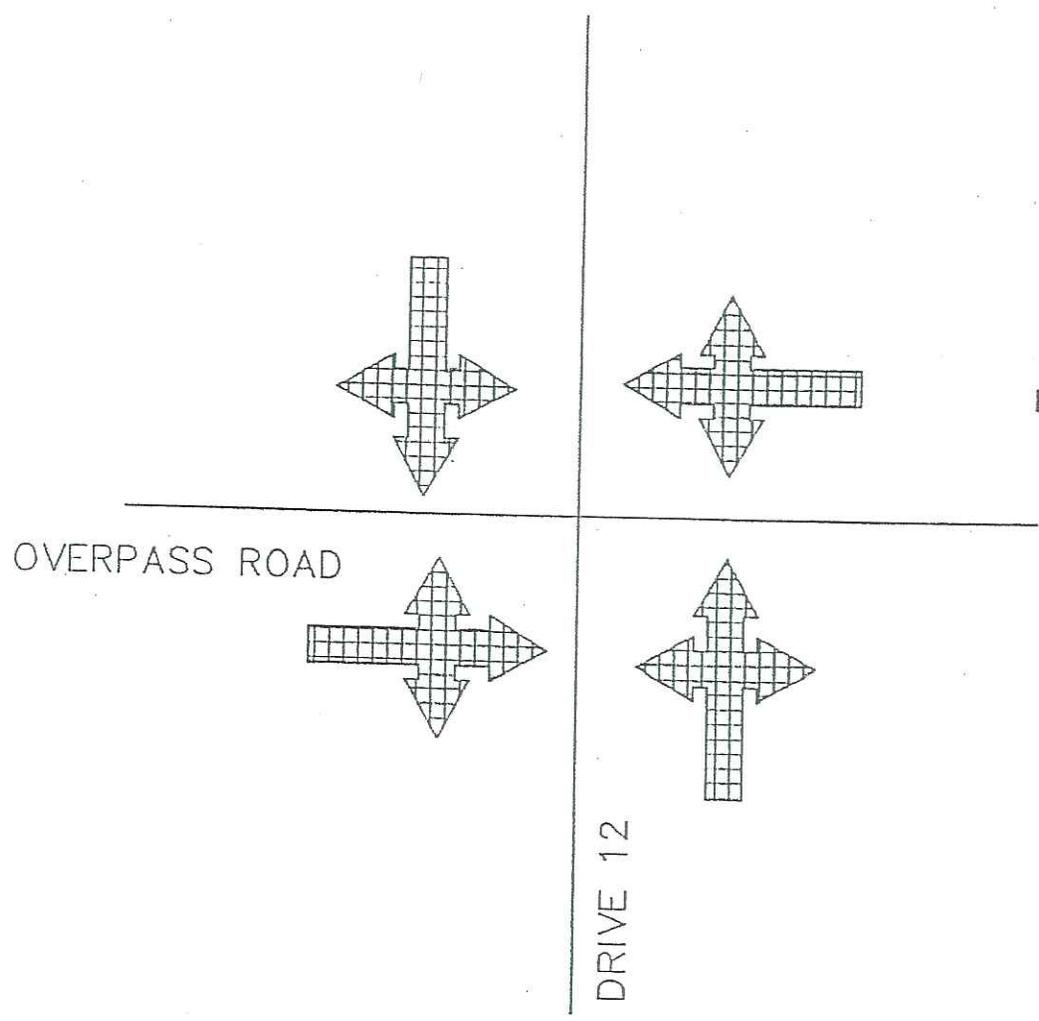
DESCRIPTION:  FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7586 - Fax: (727) 848-3648	INTERSECTION # 11 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE: 5-26-06	FIGURE: 12
		DRAWN BY: SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

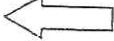
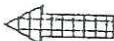
N



N.T.S.



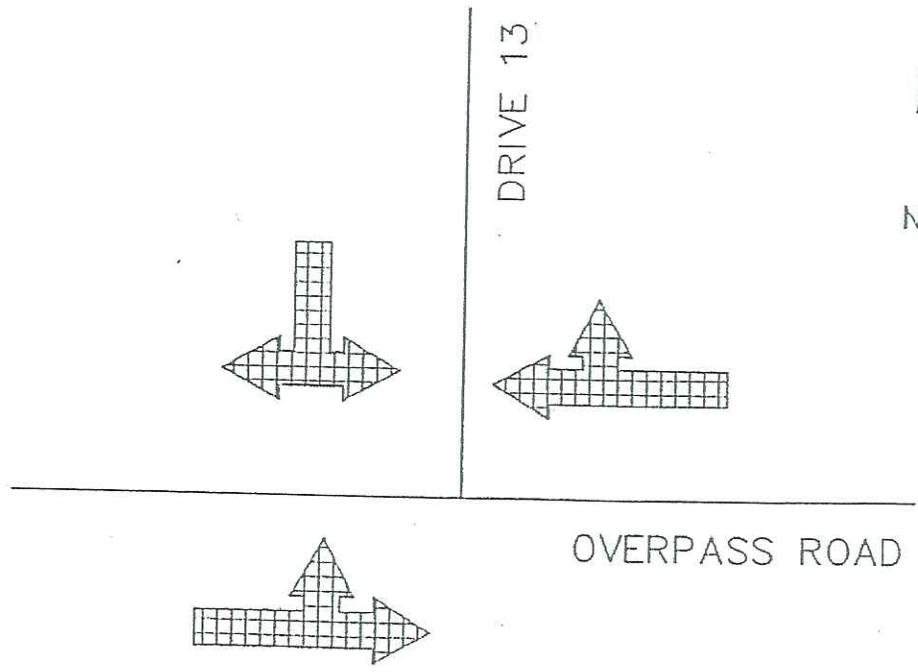
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

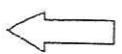
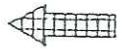
 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648</p>	DESCRIPTION: INTERSECTION # 12 (SEE FIGURE 1)		PROJECT No. 137	EPN
			DATE: 5-26-06	FIGURE: 13
			DRAWN BY: SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

F:\137\Intersection Figures\Intersection 12.dwg - May 25, 2006 @ 1:35pm - avicelb



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

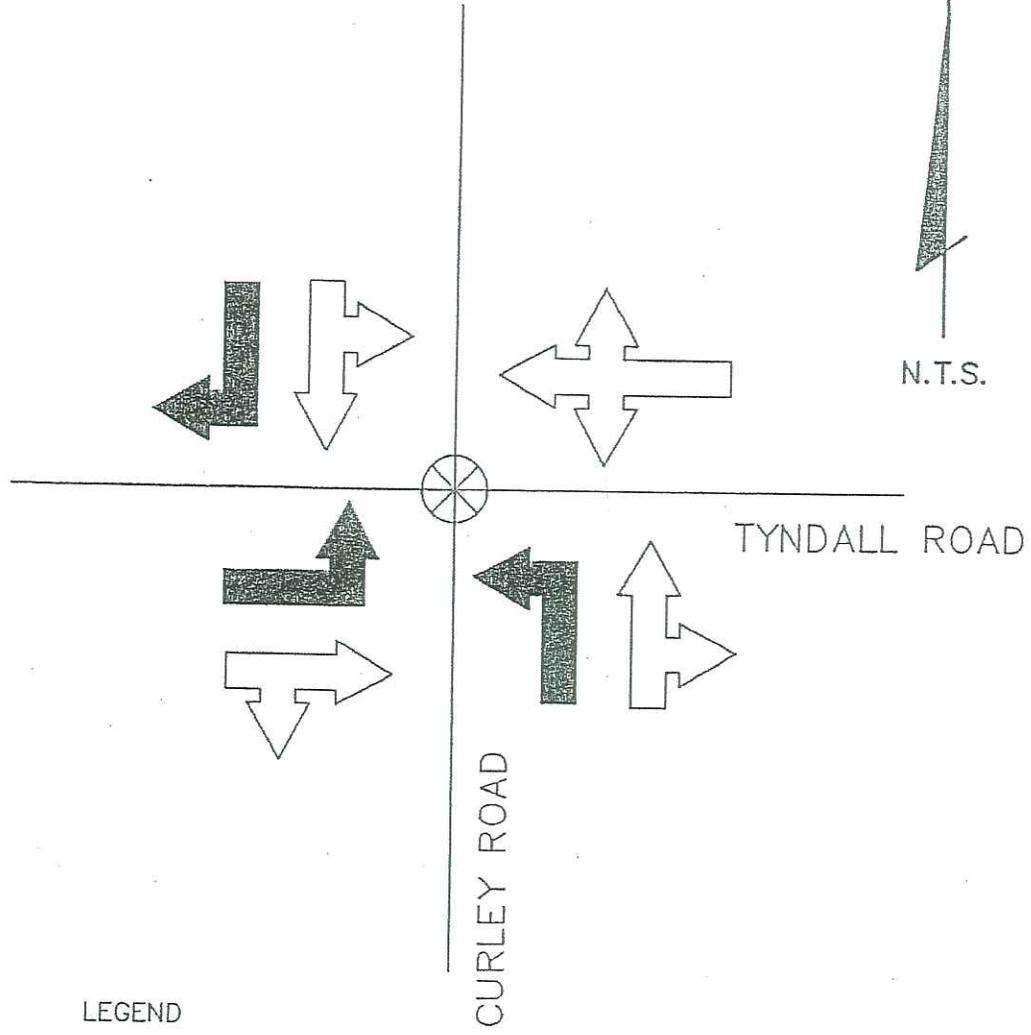
 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	DESCRIPTION: INTERSECTION # 13 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE: 5-26-06	FIGURE: 14
		DRAWN BY: SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

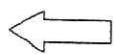
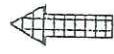
T:\137\Intersection Figures\Intersection 13.dwg - May 26, 2006 11:36am - svdc\rls

N

N.T.S.

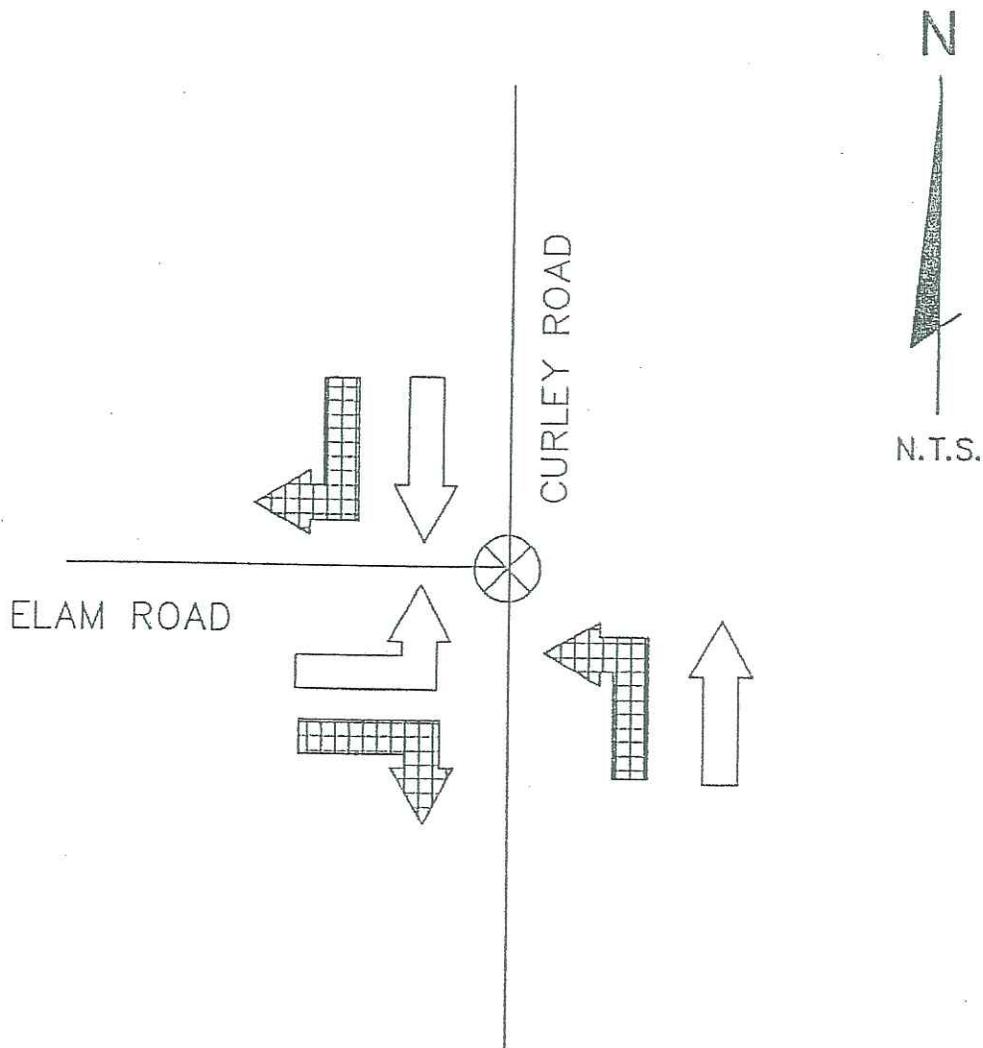


LEGEND

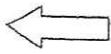
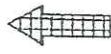
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

T:\137\Intersection Figures\Intersection 14.dwg - Jan. 05, 2006 @ 8:58am - svidalis

 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DESCRIPTION:	INTERSECTION # 14 (SEE FIGURE 1)	PROJECT No.	137	EPN.	
			DATE:	6-5-06	FIGURE:	15
			DRAWN BY:	SMV		



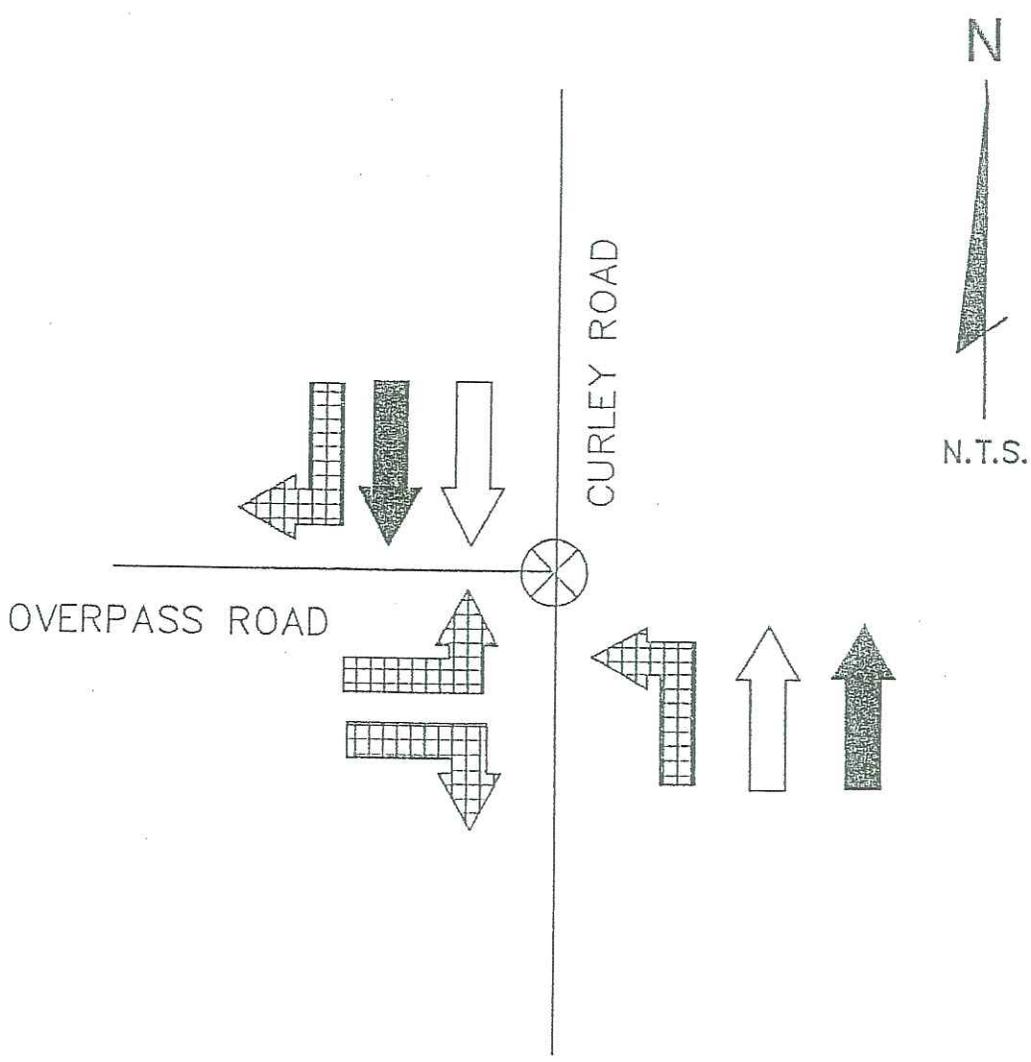
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

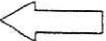
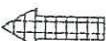
T:\137\Intersection Figures\Intersection 15.dwg - Jun 05, 2006 @ 9:36am - svldals

 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax, (727) 848-3648	DESCRIPTION:	INTERSECTION # 15 (SEE FIGURE 1)	PROJECT No. 137	EPN:
			DATE: 6-5-06	FIGURE: 16
			DRAWN BY: SMV	

T:\137\Intersection Figures\Intersection 16.dwg - Jun 05, 2006 @ 9:10am - svidalis



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

DESCRIPTION	INTERSECTION # 16 (SEE FIGURE 1)		PROJECT No. 137	EPN.
	 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34665 Tel. (727) 849-7588 - Fax. (727) 848-3648	DATE: 6-5-06	FIGURE: 17	
DRAWN BY: SMV				

**NOTICE OF ADOPTION OF THE DEVELOPMENT
ORDER FOR THE EPPERSON 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. 10-54, dated Nov 3, 2009, has adopted the amended and restated development order (DO) for a Development of Regional Impact known as Epperson Ranch. The above-referenced 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 at the Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit C or actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 3RD day of November, 2009.



BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

Paula S. O'Neill
PAULA S. O'NEILL, CLERK & COMPTROLLER

John H. ...
CHAIRMAN

APPROVED
NOV 03 2009
BOCC

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGES 1 OF 1 PAGES OF THE
ORIGINAL RECORD IN MY OFFICE. WITNESS
MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS
03 DAY OF November 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY K. H. ... DEPUTY CLERK



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 9271
 RETURN RECEIPT REQUESTED

November 26, 2008

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

RE: Epperson Ranch - Development of Regional Impact (#258)
 Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Epperson Ranch Development of Regional Impact #258 Development Order (Resolution No. 09-38), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order was approved by the Pasco County Board of County Commissioners on November 5, 2008.

Sincerely,

Cynthia D. Spidell
 Cynthia D. Spidell, MBA
 Senior Planner

Enclosure



A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE EPPERSON RANCH DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 258).

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Lennar Homes, LLC, has filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Epperson Ranch (Project); and

WHEREAS, subsequently Lennar Homes, LLC, conveyed the Project to Epperson Ranch, LLC (Developer); 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 the approval, approval with conditions, or denial of the ADA; and

WHEREAS, this development order (DO) for the Epperson Ranch DRI was adopted by the Pasco County Board of County Commissioners on November 5, 2008.

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

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

EPPERSON RANCH DEVELOPMENT ORDER

1. General Findings of Fact

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

a. The Developer has filed in accordance with Section 380.06, F.S., as amended, the ADA for the Epperson Ranch DRI and three (3) Responses to Request for Additional Information, collectively referred to as the Application.

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed Epperson 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 1-55 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 Growth Management Department.

c. The real property (Property) encompassed by the Epperson Ranch DRI is owned by George B. Epperson, Bobbie Epperson, Alpha E. Abbitt, Alpha E. Abbitt Family Trust, James Main

Abbitt, Jr., Alice Adeline Abbitt, EPCO Ranch, Inc., and Epperson Ranch, LLC. A description of the said Property is attached hereto as Exhibit C which is made a part of this DO.

d. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are TC (Town Center), AG (Agricultural), RES-1 (Residential - 1 du/ga), and RES-3 (Residential - 3 du/ga). Simultaneously with adoption of this DO, the Board of County Commissioners shall be adopting a Comprehensive Plan Amendment, amending the Future Land Use Map classifications for the Property from TC (Town Center), AG (Agricultural), RES-1 (Residential - 1 du/ga), and RES-3 (Residential - 3 du/ga) to TC (Town Center), RES-3 (Residential - 3 du/ga), and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the RES-3 (Residential - 3 du/ga), CON (Conservation Lands), and TC (Town Center) classifications; and other Goals, Objectives, and Policies of the Comprehensive Plan.

e. On October 7, 2005, the TBRPC notified Pasco County (County) that its sufficiency review was complete, that the TBRPC had initiated preparation of its DRI Final Report, and that the local government should set a date for the public hearing on the pending Application. On December 12, 2005, the TBRPC notified the County that it adopted its Final Report for DRI No. 258, Epperson 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 November 5, 2008.

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

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

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

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

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

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. The Epperson 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 DO addresses issues raised consistent with the TBRPC Final Report.

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

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

e. The land that is the subject of this DO is not in an Area of Critical State Concern.

f. As conditioned, this 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. Following the adoption of this DO, all plans for development on the Property shall be consistent with the conditions and restrictions set forth herein. Such conditions and restrictions shall be binding upon all of the Developer's successors in interest to the Property.

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

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

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

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

c. Development of the Epperson Ranch DRI shall also be governed by the applicable standards and procedural provisions of the applicable portions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), F.S., and the Pasco County Land Development Regulations (including the Land Development Code). 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, 2020, unless the County can demonstrate that substantial changes in

the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development Conditions, the Comprehensive Plan, and the Land Development Code shall not constitute downzoning, unit-density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, F.S., and subject to the Board of County Commissioners separate approval, Community Development Districts (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 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/Concurrency

Phase 1 of this Project is specifically approved subject to the requirements of Section 5(t), Town Center, of this DO and Phase 2 of this Project is specifically approved subject to the requirements of Section 5(u), Employment, of this DO. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2017, for Phases I and II, subject to any extension granted in accordance with the County's Concurrency Management Ordinance and subject to compliance with the transportation conditions of this DO and the DA. Notwithstanding the entitlement limitations for each phase as set forth herein, the Developer may advance any specifically approved Town Center entitlements or other Limited Exemption entitlements under Section 402.7 of the County's Concurrency Management Ordinance to an earlier phase without the requirement of a Notice of Proposed Change (NOPC), MPUD amendment, or other amendment to this DO or the approved zoning for the DRI property. Any such advancement shall be reported to the County prior to such advancement and then shall also be reported in the next biennial report for the Project.

b. Effective Date and Duration

(1) The DO for the Epperson 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, if any, associated with the Epperson Ranch DRI.

(2) The effective period of this DO shall be until December 31, 2020. The effective period may be extended by the Board of County Commissioners. Application for such an 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 Chapter 380.06(19), F.S.

(3) Development of the Epperson Ranch DRI 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 Phase 2 of the development shall be at the Developer's risk and shall not vest Phase 2 development rights.

c. Commencement of Development

Commencement of development of the Epperson Ranch DRI shall occur within three (3) years after the effective date of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or other vertical development unless otherwise approved by the County.

d. Build-Out of Project

(1) The build-out date of the Project shall be December 31, 2015.

(2) Any request by the Developer to extend the build-out date beyond December 31, 2015, shall require an NOPC. However, the County shall require a new transportation analysis in accordance with applicable law as the basis for a DO amendment only in the event such build-out date extension is after December 31, 2017. Such new transportation analysis may include re-evaluation of the required transportation mitigation. The Administrator or the Board of County Commissioners may waive any applicable transportation impact study requirement for any entitlements within the DRI that satisfy the Limited Exemptions 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.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described elsewhere herein, the Project consists of the approximate area and land uses as described in Table 1.

Table 1*					
<u>Development Category</u>	<u>Phase 1** 2015</u>	<u>Phase 2 2015</u>	<u>Build-Out (2015)</u>	<u>Units</u>	<u>Acres±</u>
RES-3 (Residential - 3 du/ga)					1,246
Residential	1,241	2,208	3,449	du	1,124
Single-Family Detached	400	1,403	1,803	du	
Single-Family Detached Age Restricted	591	585	1,176	du	
Single-Family Attached	250	220	470	du	
Elementary School	1			Acres	15
Wetlands					<u>107</u>
CON (Conservation Lands)					<u>394</u>
Category I Wetlands and King Lake					394
TC (Town Center)					102
Residential	100	356	456	du	31
Single-Family Attached	100	156	256	du	
Multifamily		200	200	du	
Nonresidential					45
Retail	56,000	153,000	209,000	SF	
Office	15,000	35,000	50,000	SF	
Motel	100		100	Rooms	
Wetlands					26
				TOTAL	1,742±

*Land uses may be exchanged in accordance with the land use equivalency matrix attached as Exhibit E. Land use exchanges from retail or office to residential and land use exchanges from office to retail shall be prohibited.

**The build-out date for Phase 1 has been extended through 2015, since the transportation impacts for Phases 1 and 2 have been analyzed on a cumulative basis through 2015.

b. Land Use Development

(1) The submitted traffic analysis assumes retirement, age restricted, 55 and older or 62 and older housing. If the Developer proposes age restricted housing then, prior to the approval of each plat, or where platting is not required, prior to approval of each construction plan, the Developer shall provide the County Attorney's office executed and recorded covenants or deed restrictions that restrict the said plat or construction plan to housing for persons 55 and older or 62 and older, as applicable. If the Developer fails to timely provide the required covenants or deed restrictions or fails to comply with such covenants or deed restrictions, the Developer shall be required, in addition to any County remedies set forth in the County-

approved covenants/deed restrictions, to submit an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older or 62 and older housing; and additional approvals within the development shall be held in abeyance until the County approves the updated traffic study and determines the approved transportation mitigation. The DRC, Board of County Commissioners, or Administrator may impose additional conditions on the Developer based on the updated County-approved traffic analysis.

(2) All deed-restricted dwelling units shall be designated and developed as an adult community pursuant to the assumptions of the Application and Section 760.29, F.S, unless otherwise exchanged to another land use pursuant to the Land Use Equivalency Matrix as described in Subsection c, below. The Developer shall comply with all Federal and State statutes in establishing these deed-restricted communities. Any proposed deviation by the Developer and/or its successors from this status shall be subject to a substantial deviation determination pursuant to Section 380.06(19), F.S., in which a substantial deviation shall be presumed.

c. 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 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. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Such approval shall not be unreasonably withheld if such request is consistent with the Land Use Equivalency Matrix, this DO, and the Comprehensive Plan as amended. Notwithstanding the foregoing, land use exchanges from retail or office to residential and land use exchanges from office to retail shall be prohibited.

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

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

d. Water Quality and Drainage

(1) Development of the Project 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 County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration wherever feasible. Best Management Practices (BMP) for reducing adverse, water-quality impacts as required by the regulations of the County and other appropriate regulatory bodies shall be implemented, including those which prevent construction-related turbidity. In addition, the Developer shall comply with the following design requirements:

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

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

(c) The 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 most stringent.

(d) Should the Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Developer shall, within seven (7) days after such discovery, 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 plan/preliminary site plan approval.

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

(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 Developer shall develop a detailed hydrologic/hydraulic model, including surface water and groundwater level monitoring, to evaluate the postdevelopment conditions for review and recommendation by Tampa Bay Water (TBW). Prior to approval of the overall stormwater-management plan, the Developer shall in cooperation with the TBW, County, and SWFWMD propose stormwater design techniques that achieve the intent of this paragraph. 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) No wetland outlet or conveyance, either natural or manmade, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland

outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored.

(5) 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 the 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 Developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be addressed by the Developer prior to development.

(6) The stormwater-management system shall be designed to maintain the natural hydroperiod of the receiving wetlands.

(7) Other infiltration techniques will be maximized, such as Low-Impact Development techniques to maintain wetland hydroperiods.

(8) In order to protect surface water quality, stormwater exiting the site shall meet all applicable State water-quality standards.

(9) Environmental Monitoring Plan (EMP), Groundwater and Surface Water

(a) An EMP shall be developed to include a groundwater monitoring program and a surface-water component. The Developer shall ensure the EMP is developed in accordance with Rule 62-4.246(3) and Chapter 62-522.600, FAC, and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW to establish parameters, methodology, sampling frequency, establishment of baseline data, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, TBW and the County for review and shall be approved by the Pasco Engineering Services Department, FDEP, and, if applicable, SWFWMD prior to any construction activities within the Epperson Ranch DRI. The EMP shall be instituted before commencement of development begins, as defined in the 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, the EMP will be amended as required by the permit for the use of reclaimed water.

(b) The EMP shall also include a surface-water component to include sampling of those stormwater-discharge points exiting the site and upstream and downstream sampling points within surface -water systems adjacent to the site as described in the EMP.

(c) The monitoring results of the EMP shall be submitted to the FDEP, SWFWMD, TBW, and the County at least annually or more often as may be required in the EMP and shall be included in the biennial report. Should the monitoring results indicate that applicable State water-

quality standards are not being met, the results shall be reported to the FDEP, County, TBW, and other appropriate regulatory bodies immediately. In the event the FDEP, SWFWMD, or the County determines 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.

(d) Should the Developer wish to add new land areas to the DRI which have no EMP for groundwater and surface-water monitoring in place at the time of an NOPC submittal, the Developer shall update the EMP and such update shall be submitted to the County, TBW, FDEP, and SWFWMD unless the FDEP or SWFWMD and the County determine that the additional EMP is not necessary.

e. Wellfield Protection

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

(2) Should any noticeable soil slumping or sinkhole formation become evident, the 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.

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

(4) Test or foundation holes as defined in Rule 40D-3.021(8), FAC, shall be drilled by an appropriately bonded, licensed test- or foundation-hole contractor.

(5) All existing wells which have no future use or attempted wells or test foundation holes shall be cement plugged by a licensed, water well contractor (under the SWFWMD Well Abandonment Permit[s]), or by test- or foundation-hole contractor in accordance with Rule 40D-3.041(1), FAC.

(6) An integrated pest-management program shall be implemented to minimize the use of fertilizers and pesticides.

(7) 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 sinkhole formation.

f. 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 the Conservation Element Policy Nos. 2.7.2, 2.7.4, and 2.7.6. Roadway crossings of Category I wetlands shall be limited in number to those crossings as shown on Map H.

(2) The postdevelopment wetlands on-site shall be protected and buffered by natural habitat, swales, and stormwater ponds that are created for stormwater attenuation and treatment. Buffers around on-site, postdevelopment, Category I wetlands shall be maintained and enhanced with native vegetation where appropriate. Prior to preliminary plan/preliminary site plan approval for any increment of construction north of Elam Road where there is a Category I wetland, a plan for buffer enhancement shall be submitted for the increment for approval by the County.

(3) The Developer shall adhere to 25-foot minimum buffers around Category I wetlands.

(4) The Developer shall minimize the use of wetlands for stormwater treatment consistent with the SWFWMD rules.

(5) Wetland mitigation shall be in accordance with the State of Florida Uniform Mitigation Assessment Methodology regulations.

g. Floodplains/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the 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, but shall not be constructed in existing wetlands or other protected native habitats identified on Map H.

h. Vegetation and Wildlife

(1) Impacts to Natural Resources of Regional Significance in excess of those reflected in the Application shall only occur if justified pursuant to the *Future of the Region, a Strategic Regional Policy Plan for the Tampa Bay Region*, Policy No. 4.5.2. Mitigation for justifiable impacts to Natural Resources of Regional Significance should meet the ratios set forth in that Policy and Policy 4.5.6.

(2) The 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 State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during Project development that are not identified and addressed in the Application, the Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS) if applicable and implement the recommended measures for species protection in accordance with the requirements of Section 68A 27, FAC.

(3) The Developer shall develop a Bald Eagle Management Plan (BEMP) to establish an appropriate protection zone. Prior to construction plan approval for any construction activity north of Elam Road, the Developer shall provide the County Biologist with a copy of an approved BEMP as approved by the USFWS and FFWCC. All protection zones as identified in the BEMP shall be depicted on the construction plans.

(4) Habitat Management Plan

(a) The Developer shall submit a Habitat Management Plan (HMP) approved by the FFWCC and/or USFWS, as appropriate, or the County, to the County prior to preliminary plan/preliminary site plan approval for any increment of development. The HMP at a minimum shall address the following species:

(i) Preconstruction breeding surveys conducted at all wetlands for the Florida sandhill crane. The HMP shall include conservation and mitigation measures for all existing nests found in the Project. These conservation and mitigation measures shall be created in cooperation with the FFWCC and the County.

(ii) A plan for the wood stork roosting area in Wetland No. 18 in the southern portion of the site which plan shall also identify all wood stork rookeries as required by the USFWS. This information shall be compiled in coordination with the USFWS and the County.

(iii) Preconstruction surveys for Sherman's fox squirrels, which shall be conducted during their breeding seasons (May to August and November through January). If nests are found, the FFWCC and the County shall be contacted for review and consultation and the HMP shall include all preconstruction conservation and mitigation measures.

(iv) Surveys for southeastern American kestrels as well as preservation and mitigation measures for proposed impacts to habitats potentially utilized by southeastern American kestrels. All survey and habitat delineation methods as well as associated mitigation requirements should follow procedures as described in "Ecology and habitat protection needs of the southeastern American kestrel (*Falco sparverius paulus*) on large-scale development sites in Florida" (Stys, B. 1993. Florida Game and Fresh Water Fish Commission. Nongame Wildlife Program Technical Report No. 13).

i. Air Quality

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

j. Land

(1) BMP, including those identified in the Application, to reduce soil erosion and fugitive dust shall be implemented and shall be employed during site preparation and construction to prevent wind- and water-borne erosion.

(2) Prior to commencing development, the Developer shall provide the Pasco Engineering Services Department, Survey Division, with two (2) pairs of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Developer and the County Surveyor shall mutually determine the location. The 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.

k. Utilities

(1) Water Supply and Wastewater Treatment

(a) The County has determined that the Epperson Ranch DRI is within the County service area and that the County intends to serve the Epperson Ranch DRI.

(b) The County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plant expansions needed to serve the development, 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 Developer shall construct all water and wastewater facilities within the development to County standards in effect when construction drawings are approved by the County Utilities Services Branch.

(c) The Developer shall provide the Utilities Services Branch with a water, wastewater, reclaimed water, and master utility plan prior to the first preliminary plan/preliminary site plan approval or any permit approvals by the Utilities Services Branch.

(d) Development of the Project shall not result in a LOS for water and wastewater services below the acceptable LOS established in the Comprehensive Plan.

(e) The 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. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

(f) The Project shall utilize the lowest quality water reasonably available, suitable, and appropriate for a particular use.

(g) The use and potential use of reclaimed water shall be maximized where available and as determined by the Utilities Services Branch.

(h) Separate lines for irrigation shall be installed in the development during construction unless otherwise established in the Utilities Service Agreement with the County. Reuse connections shall also be metered when they occur.

(i) Local water resources are very limited and to the maximum extent practical, the Developer shall minimize water demand. Water-saving fixtures shall be required in the Project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S.). The Developer shall comply with Section 603 of the Land Development Code. The Developer shall encourage 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 used.

(iii) Water meters on all irrigation-system clocks.

(j) Florida-friendly landscaping materials and techniques shall be used throughout the Epperson Ranch DRI so that, once established, the landscape will be prepared for more extreme weather conditions. The Developer shall work with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant-material selection, and irrigation-system installation.

(k) 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.

(l) No septic tanks shall be installed on the Epperson Ranch DRI. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the 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) On June 7, 2007, the Developer provided the County Biologist with a copy of a Phase 1 Environmental Audit prior to approval of the rezoning application. Should the Phase 1 Environmental Audit reveal cattle dipping facilities, a Phase II Environmental Audit shall be initiated with respect to those areas where such facilities were located including, but not limited to, soil and surficial aquifer sampling and analysis to identify the extent of any contamination. A remediation plan approved by all appropriate agencies to correct the contamination shall be submitted to the County prior to any construction activity in those areas where such facilities are/were located.

(b) 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.

(c) Development and operation of the Project shall not cause the LOS for solid-waste collection/disposal to fall 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.

(d) As stated in the Application, it is not anticipated that hazardous or toxic waste will be generated by the Project. The Developer 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.

(e) Solid-waste recycling shall be given a high priority, and a specific recycling plan consistent with Countywide policy shall be submitted prior to the first record plat for the first dwelling unit (du) and shall be approved by the Utilities Services Branch to maximize solid-waste recycling for all types of development within the Epperson Ranch DRI. The implementation and progress of such recycling plan shall be annually and jointly reviewed by the Utilities Services Branch and the Developer, homeowners' association, CDD, or other entity approved by Utilities Services Branch.

(f) 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.

l. Energy

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

(2) All Epperson Ranch DRI 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 Developer's proportionate-share contribution for those improvement projects listed in Exhibit G is Seventy-Five Million Two Hundred Thirty-Seven Thousand Three Hundred Eighty-One and 00/100 Dollars (\$75,237,381.00) (Proportionate Share) (February 2007 dollars). The County and the Developer agree that the mitigation for Epperson Ranch DRI, Phases 1 and 2, and the satisfaction of the proportionate-share obligation shall be the construction of the required roadway improvements as further defined in the DA attached hereto and incorporated herein as Exhibit I.

Pursuant to Section 402.7 of the County's Concurrency Management Ordinance, the County and the Developer agree that the Project shall be granted a Proportionate Share credit for the Town Center entitlements (50,000 square feet of office, 209,000 square feet of commercial, 100 motel rooms, 200 multifamily du's, and 256 single-family attached du's, as depicted on Map H) in the amount of Twenty-Three Million Seven-Hundred Forty Thousand One Hundred Ninety-Two and 00/100 Dollars (\$23,740,192.00) (Town Center Credit). The Town Center Credit assumes that the Town Center entitlements that comply with such criteria are responsible only for the payment of transportation impact fees (TIF) to address their proportionate-share obligation and shall not be subject to any of the required roadway

improvement obligations set forth in the DA, except for site-related improvements in the Town Center. The County shall address the proportionate-share obligation for compliant Town Center entitlements through the application of TIF or other revenue sources toward one or more of the following segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, Curley Road, or other parallel facility or mobility improvements as determined by the COUNTY. Any portion of the Town Center entitlements as listed above, which are developed but are not in accordance with such criteria, shall require payment of a pro rata share of (or identification of a mitigation pipeline for) the Town Center credit to the County. Such payment shall be adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance as amended. Such payments shall be utilized for facility or mobility improvements in the County that benefit one or more of the following road segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, or Curley Road. Such improvements shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule.

(2) The County and the Developer have entered into a DA attached hereto as Exhibit I setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the required roadway improvements. The DA also contains: 1) a schedule for the required Curley Road Pipeline Project to ensure such pipeline project is expeditiously constructed; 2) 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 roadway improvement obligations have been recommenced to the satisfaction of the County; 3) provisions for assistance from the County in the acquisition of right-of-way for the required roadway improvements as needed; 4) requirements for financial performance guarantees to be provided by the Developer to ensure that the required roadway improvements will be completed in accordance with the applicable schedule; 5) provisions addressing the payment of TIFs and TIF credits; 6) insurance and indemnification requirements; and 7) other provisions as deemed appropriate by the County. Changes to the DA which materially affect the requirements in Subsection (1)(a) above, or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) All access improvements, number of access points, spacing, and geometry of access points shown on Exhibit H and Map H, attached hereto as Exhibit F, shall be subject to compliance with the provisions of the County's and FDOT's access-management regulations. The Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense. The Developer shall be responsible for construction of all access improvements for the Project shown on Exhibits F and H unless otherwise approved by the DRC prior to or concurrent with construction of the infrastructure improvements to serve 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 the issuance of

access permits for the Project, except when 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. The need and analysis for turn lanes, traffic signals, turn lane lengths, and other site access/site-related improvements shall also consider future Project traffic in accordance with a County-approved methodology. These improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or creditable against the TIF requirements of the development.

(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 build-out and shall be submitted to the Growth Management Department annually from the date of commencement and shall also be included in the biennial report.

(b) The monitoring program shall consist of weekday, p.m., peak-hour, directional counts from 4:00-6:00 p.m., with subtotals at fifteen (15) minute increments, at all Project driveways. The sum of the Project-entrance 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. The total p.m. peak-hour Project traffic at the Project-entrance driveways was estimated to be 3,419 (1,950 inbound and 1,469 outbound) which included 101 pass-by and 314 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 biennial report is not submitted in accordance with Section 5.v.(2) of this DO, 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 event shall be submitted to the County, TBRPC, and FDOT.

(5) Public Transit:

The Developer shall comply with applicable County and the Pasco County Public Transportation Division (PCPT) requirements and ordinances when adopted to accommodate mass transit service to and within the Project. In addition, the County and the Developer shall enter into an

agreement which shall be approved by the Board of County Commissioners prior to the first preliminary plan/preliminary site plan approval for the Project. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including, but not limited to, Overpass Road and Curley Road. Transit amenities shall include: a shelter; a bench; a trash receptacle; a bicycle rack; a sign for bus route information; lighting with a minimum 2.5-foot candle powered by an off-grid power, renewable-energy, power source; landscaping; adequate road configuration for at least one bus at a time to be able to pick up, drop off, and transfer passengers; adequate, clear, line of sight from the front and back of the bus for driver's awareness and traffic and pedestrian safety; and pedestrian walkways to allow access to the bus stop on a clearly defined path from all establishments along Overpass Road. All transit amenities must be in compliance with the Americans with Disabilities Act. The final approval of the design, architecture, and placement of the transit amenities shall be by the County in accordance with the Transit Infrastructure Guidelines. Within the right-of-way of Curley Road at Overpass on the western side, there shall be a reservation of land for one transit amenity. The Developer and its successors shall not refuse the PCPT or any other transit authority or any of their users/patrons access to such facilities.

(6) Transportation Demand Management (TDM) Program:

In the first year following the issuance of the first Certificate of Occupancy (CO) for fifty (50) percent of the office/retail entitlements, the Developer or its successors shall initiate a TDM Program to seek to divert vehicle trips from the p.m. peak hours. The TDM Program shall include a biennial assessment of the actual achievement of trips diverted from the p.m. peak hours as a result of the program using a methodology approved by the County. Results of the TDM Program shall be included in each biennial report. If the County-approved methodology is utilized, the Developer or its successors shall be entitled to a credit for any documented trips diverted from the p.m. peak hour as a result of the TDM program in any future traffic analysis or monitoring requirement for the Project.

(7) Internal Road Network:

Approval of this DO and Map H shall not constitute County approval of the internal road network which shall be subject to review for compliance with the County's arterial and collector spacing and design standards at the time of rezoning and/or preliminary plan/preliminary site plan approval. Modifications to the internal road network to comply with such standards shall not require an amendment to Map H.

n. Educational Facilities:

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

(2) The Developer shall comply with the terms of the Interlocal Agreement between Pasco County and the District School Board of Pasco County (School District), adopted May 28, 2003, as amended.

(3) The Developer shall convey at no cost to the School District, other than the credits hereinafter described, Property for one (1) school site for development of an educational facility to serve the Epperson Ranch D RI and surrounding developments (School Site).

(a) The School Site shall accommodate an elementary school as generally depicted on Map H and as specifically approved by the School District. The School Site shall be a minimum of fifteen (15) acres of contiguous, developable uplands if the Developer provides the School Site stormwater off-site, and the Developer shall assume responsibility for the construction and maintenance of stormwater/drainage for the site. Should stormwater be accommodated on the School Site, the School Site shall be a minimum of twenty-two (22) acres of contiguous, developable uplands. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances.

(b) The School Site shall be conveyed to the School District within ninety (90) days of approval of the rezoning unless otherwise required by the School District. The Developer shall provide the School District with a legal description, sketch, and all other conveyance documents, as required by the School District for such School Site, within thirty (30) days of approval of the rezoning. 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) The Developer shall provide potable water and sewer to the School Site prior to January 1, 2011, or prior to the first record plat for the 500th nonage-restricted residential unit, whichever occurs first. In accordance with the Land Development Code, the Master Utility Plan, and the Utility Services Plan, where applicable, 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.

(d) If stormwater infrastructure is provided off-site by the Developer, the Developer shall complete the stormwater infrastructure/drainage facilities for the School Site prior to January 1, 2011, or prior to approval of the first record plat for the 500th nonage-restricted residential unit, whichever occurs first.

(e) Prior to January 1, 2012, or prior to approval of the first record plat for the 500th nonage-restricted residential unit, whichever occurs first, the Developer shall have completed construction of the road along the entire eastern boundary of the School Site from Elam Road extending to the southern boundary of the School Site, currently known as Road C on the MPUD Master Planned Unit

Development plan. In the event that the proposed School Site is moved, an alternative access road, as approved by the School District, shall be completed by January 1, 2012, or prior to approval of the first record plat for the 500th nonage-restricted residential unit, whichever occurs first.

(f) Landscape buffers shall be provided along all County collector roadways in accordance with the Land Development Code as amended.

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

(h) To the extent necessary, the School District shall provide all necessary consents, easements, approvals, or other permit applications requested by the Developer that are necessary for the Developer to provide roadway, potable water, sewer, and drainage facilities required by this condition.

(i) The Developer shall receive credit against School Impact Fees and concurrency requirements for the foregoing conveyance in the amount of 115 percent of the Pasco County Property Appraiser's value at the time of conveyance if such conveyance shall occur within 120 days of this DO approval date. Should the conveyance occur after 120 days of the DO approval date, the Developer shall receive said credits for the foregoing conveyance in the amount of 115 percent of the Pasco County Property Appraiser's 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. Said credits shall not begin to accrue until such conveyance is complete. If stormwater is accommodated off-site, the credit shall be based on seventeen (17) acres, which includes the fifteen (15) acre site and an additional two (2) acres to accommodate stormwater off-site. If stormwater is accommodated on-site, the credit shall be based on twenty-two (22) acres or the actual acreage conveyed.

(j) Any request(s) by the Developer to change any of the Developer's deadlines pursuant to this section must be approved by the School District and the DRC or Board of County Commissioners no later than one (1) year in advance of the deadline.

o. Recreation and Open Space:

(1) The Developer shall comply with Section 610.15 of the Land Development Code. The Developer shall also comply with the Parks and Recreation Impact Fee Ordinance No. 02-03 adopted January 29, 2002, as amended and the Neighborhood Parks Ordinance, No. 02-26 as amended.

(2) The Developer shall collocate a neighborhood park with the elementary school described in Paragraph 5(n) above. The location of such park shall be subject to approval by the County and School District and shall be in accordance with Neighborhood Parks Ordinance, No. 02-26 as amended.

p. Health Care/Police/Fire:

(1) The County shall provide fire and emergency medical services to the Project. The Pasco County Sheriff's Office shall provide law-enforcement services to the Project. The Developer shall be required to pay impact fees for all such services as required by County Ordinance.

(2) The Epperson Ranch DRI shall be constructed in compliance with 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 numbers and appropriate locations to accommodate the firefighting operations will be provided.

(3) The Developer shall review the concepts of Firewise Communities (<http://www.firewise.org>) as provided by the Florida Division of Forestry and implement all applicable requirements to the extent such requirements do not conflict with the Land Development Code, Sections 602 and 603, as amended.

q. Hurricane Preparedness:

The Developer shall coordinate with the Pasco County Emergency Services Department regarding incorporation of hurricane- and wind-resistant technology into the design criteria of all development. The 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.

r. Housing:

The Developer has completed an Affordable Housing Analysis for the nonresidential component of the Epperson 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.

s. 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 and it is determined that such resources qualify for designation on the Pasco County Register of Historic Resources, the Applicant/Developer shall initiate the designation process pursuant to Section 315 of the Land Development Code.

t. Town Center:

(1) In order to ensure that adequate land is available for the development of the Town Center within the Epperson Ranch DRI, the Applicant/Developer shall set aside a minimum of seventy-six (76) net developable acres for office, commercial space, and up to 456 units of high-density multifamily or attached residential land uses in the Town Center at the intersection of Overpass Road and Curley Road. Any plans submitted for the Town Center shall depict those offices, commercial, and high-density multifamily or attached residential land uses and acreages, and such acreage may not be utilized for any other land use. The Town Center is acknowledged to be a matter of great public importance to the economic well-being of the County and necessary to preserve, within the Curley Road area, adequate land to ensure that as opportunities for commercial and office development arise, land will be available to meet that demand so as to provide employment and shopping opportunities for the residents of the Epperson Ranch DRI and surrounding areas. Any proposed modification or adjustment to the Town Center that would seek to either reduce the total office/commercial square footage approved for the Town Center or utilize the Town Center acreage for other land uses shall not be initiated or applied for by the Developer or any other landowner.

(2) Prior to the approval of the first record plat for the 501st du (or construction plan approval where no plat is required), or prior to or concurrent with the first preliminary plan/preliminary site plan submittal for any development within the Town Center, whichever occurs first, a master plan for the entire Town Center (including the portions of the Town Center outside the Epperson Ranch DRI) and any applicable review fees shall be submitted to the Growth Management Department with final approval by the Board of County Commissioners. The master plan shall be prepared in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) Ordinance.

Condition 5.t(2) shall not be applicable to the Epperson Ranch DRI if the Town Center Master Plan has already been submitted by the Watergrass MPUD Master Planned Unit Development and approved by the Board of County Commissioners; however, the Epperson Ranch DRI shall be required to develop the Town Center and bicycle/pedestrian/roadway network in accordance with the adopted Town Center Master Plan.

(3) Unless otherwise approved pursuant to the Town Center Master Plan, the Developer shall be responsible for designing and constructing all necessary public infrastructure for that portion of the Town Center located within the Epperson Ranch DRI, including all roads, intersections, and utility improvements within the Town Center prior to or concurrent with the first construction plan approval within the Town Center or prior to final plat approval of the 1,001st du (or construction plan approval where no plat is required), or as necessary to serve development in adjacent parcels within the Epperson Ranch DRI, or by December 31, 2012, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Town Center Master Plan.

u. Employment:

Phase 2 is specifically approved but may proceed with development as reflected in Table 1 only if the Pasco Towne Center DRI or other employment-generating development at the S.R. 52 and I-75 Interchange has sufficient housing-to-jobs surplus to compensate for the Epperson Ranch housing-to-jobs deficit.

If the Pasco Towne Center DRI as approved or other approved development at the S.R. 52 and I-75 interchange has insufficient surplus to compensate for the Epperson Ranch DRI housing-to-jobs deficit, then the Developer must establish to the reasonable satisfaction of the County, prior to receiving any development approvals for Phase 2 residential entitlements, that the Epperson Ranch DRI in its entirety can accommodate vertical development that would enable the Project to meet a 1:1 housing-to-jobs ratio. If the Developer cannot so establish that the Project meets the 1:1 housing-to-jobs ratio, then the Developer shall submit an NOPC Application amending the DO to achieve the 1:1 housing-to-jobs ratio through implementation of any or all of the following techniques: reduction of planned housing, enlargement of nonresidential areas of the DRI, conversion of uses, or other strategies to accomplish the required result. 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 DO and located within five (5) miles from the Project, 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.

v. 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 Developer in accordance with the Rule 9J-2.0252, FAC.

(a) Should the Developer divest itself of all or substantially all of its interest in the Project prior to the expiration of this DO, the Developer shall designate the successor entity to be responsible for preparation of the biennial report.

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

(c) 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 Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolutions(s) and State law.

(d) Should development significantly depart from the parameters set forth in the Application 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 TBRPC, the Project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

(e) Approval of the Epperson Ranch DRI shall, at minimum, satisfy the provisions of Subsection 380.06(15), F.S., and the following provisions of the FAC, Rule 9J-2.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 9J-2.044, Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 9J-2.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 9J-2.045, Transportation Uniform Standard Rule; and 9J-2.048, Adequate Housing Uniform Standard Rule.

(f) 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.

(2) Procedures:

(a) Biennial Reports:

(i) Monitoring of the Epperson Ranch DRI by the County shall be the responsibility of the Administrator.

(ii) The Developer shall provide a biennial report on the required form to the Growth Management Department, TBRPC, and FDCA on the two (2) year anniversary date of the effective date of this DO and every two (2) years thereafter 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-2.025(7), FAC, and shall include all additional data and information, as required in this DO.

(iii) If the biennial report is not submitted within sixty (60) days after the due date, the County shall notify the 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.

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

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

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

3) A synopsis of all DRI and zoning amendments.

4) A synopsis of ownership (major parcels).

5) A list of DRI/DO Conditions of Approval and whether the Developer has met the conditions.

(b) Amendments/Substantial Deviations:

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

(c) Notice of Adoption

(i) 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.

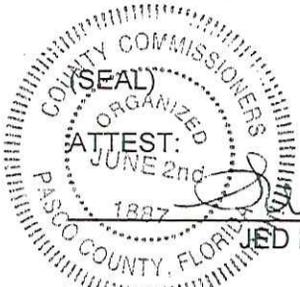
(ii) The Clerk to the Board of County Commissioners shall return five (5) signed and certified copies of this DO, the Notice of Adoption, and an additional original executed Notice of Adoption to the Growth Management Department, New Port Richey. The Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

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

(3) 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 DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made.

DONE AND RESOLVED this 5th day of November, 2008



[Signature]
JED PITTMAN, CLERK

WITNESSES:

[Signature]

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

[Signature]

APPROVED, CHAIRMAN

NOV 05 2008

By: _____

TED SCHROEDER - CHAIRMAN

Print

Its Board of County Commissioners
Title

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1-145 OF 145 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
12th of November, 2008

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. Transportation Impact Summary and Proportionate-Share Calculation
- H. Site-Access Related Improvements
- I. Development Agreement

*Incorporated by reference only

EXHIBIT A

**APPLICATION FOR DEVELOPMENT APPROVAL
SUFFICIENCY RESPONSES**

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

(on file with the Pasco County Growth Management Department)

EXHIBIT B

**TAMPA BAY REGIONAL PLANNING COUNCIL
DRI FINAL REPORT**

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

(on file with the Pasco County Growth Management Department)

EXHIBIT C

LEGAL DESCRIPTION

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

EXHIBIT C
EPPERSON RANCH DRI
LEGAL DESCRIPTION

Parcel 1 - Lying North of Elam Road

Part 1

The West 1/2 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Curley Road (County Road 577) and LESS AND EXCEPT right-of-way for Tyndall Road.

AND TOGETHER WITH

Part 2

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of Section 22, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT road right of way for Tyndall Road.

AND TOGETHER WITH

Part 3

All that portion of Section 27, Township 25 South, Range 20 East, Pasco County, Florida, lying North of Elam Road.
LESS AND EXCEPT (from O.R. 71, Page 426) The West 1/2 of Section 27, lying North of dirt road running East and West except the East 60.00 feet thereof lying South of King Lake.

AND TOGETHER WITH

Part 4

The Northwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road 577).

AND TOGETHER WITH

HIATUS PARCEL 1

The Northeast 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County

Road 577).

PARCEL 2 - Lying South of Elam Road

Part 1 (From O.R. Book 1005, Page 1423)

Sections 33 and 34, Township 25 South, Range 20 East and
Sections 3 and 4 in Township 26 South, Range 20 East.

PARCEL 2: Commence at the NW corner of the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North $89^{\circ}49'27''$ East, along the North line of said Section 4, 4662.83 feet for a point of beginning; thence run North $0^{\circ}36'47''$ West, 2746.44 feet, thence North $79^{\circ}19'59''$ East, 205.0 feet; thence North $0^{\circ}36'47''$ West, 384.0 feet, thence North $79^{\circ}08'13''$ East, 1692.52 feet, thence South $1^{\circ}05'50''$ West, 385.0 feet, thence North $79^{\circ}19'59''$ East, 172.0 feet, thence South $1^{\circ}05'50''$ West, 1924.0 feet, thence South $79^{\circ}19'59''$ West, 1156.0 feet, thence South $3^{\circ}42'20''$ West, 2395.0 feet to the centerline of County Road, thence South $89^{\circ}32'20''$ West, along said centerline, 648.95 feet, thence North $0^{\circ}37'26''$ West, 1398.82 feet to the point of beginning said land being in Sections 33 and 34, Township 25 South, Range 20 East, and in Section 3 and 4, Township 26 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 2 (from O.R. Book 1005, Page 1423)

Sections 27, 28, 33 and 34, Township 25 South, Range 20 East.

PARCEL 3: Commence at the NW corner of Section 4, Township 26 South, Range 20 East, the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North $89^{\circ}49'27''$ East, along the North line of said Section 4, 4662.83 feet, thence North $0^{\circ}36'47''$ West, 5025.44 feet for a point of beginning; thence continue North $0^{\circ}36'47''$ West, 2067.0 feet to the centerline of County Road, thence North $77^{\circ}04'05''$ East, along said centerline, 3,362.65 feet, thence South $1^{\circ}11'39''$ West, 2203.43 feet, thence South $79^{\circ}07'36''$ West, 3267.99 feet to the point of beginning, said land being in Sections 27, 28, 33 and 34.

AND TOGETHER WITH

Part 3 (from O.R. Book 1005, Page 423)

The West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road, Less the West 320 feet thereof.

AND TOGETHER WITH

Part 4 (from O.R. Book 1005, Page 423)

All of Section 35, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577).

AND TOGETHER WITH

Part 5 (from O.R. Book 1005, Page 423)

The West 320 feet of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road.

AND TOGETHER WITH

Part 6 (from O.R. Book 1005, Page 423)

The East 2580 feet of Section 34, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577)

AND TOGETHER WITH

Part 7 (from O.R. Book 1581, Page 851)

PARCEL 9: A portion of that Parcel Number 5 recorded in Official Record Book 367, Page 52 of the Public Records of Pasco County, Florida being described as follows:

Commence at the Northwest corner of Section 4, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°49'27"E., along the North line of said Section 4, a distance of 4662.83 feet; thence N.00°36'47"W., a distance of 2746.44 feet for a Point of Beginning; thence continue N.00°36'47"W., a distance of 2279.00 feet; thence N.79°07'36"E.,

a distance of 3267.99 feet; thence S.01°11'39"W., a distance of 1009.16 feet; thence S.88°54'10"E., a distance of 20.00 feet; thence S.01°05'50"W., a distance of 1301.12 feet; thence S.79°19'59"W., a distance of 1158.14 feet to the West line of Parcel 5; thence N.01°05'50"E., a distance of 17.05 feet; thence S.79°19'59"W., a distance of 172.00 feet; thence N.01°05'50"E., a distance of 385.00 feet; thence S.79°08'13"W., a distance of 1692.52 feet; thence S.00°36'47"E., a distance of 384.00 feet; thence S.79°19'59"W., a distance of 205.00 feet to the Point of Beginning.

AND TOGETHER WITH

Part 8 (from O.R. Book 1581, Page 851)

Commence at the SW corner of Section 33, Township 25 South, Range 20 East, thence run N.89°49'27"E., along the South line of said Section 33, a distance of 4662.83 feet, thence N.00°36'47"W., a distance of 5025.44 feet, thence N.79°07'36"E., a distance of 3267.99 feet, thence N.01°11'39"E., a distance of 187.00 feet for a Point of Beginning; thence continue N.01°11'39"E., a distance of 2016.43 feet to the centerline of County Road, thence N.77°04'05"E., along said centerline, a distance of 243.94 feet, thence continue along said centerline N.86°50'20"E., a distance of 1340.92 feet, thence continue along said centerline, N.89°36'20"E., a distance of 459.40 feet, thence S.01°15'12"W., a distance of 1742.37 feet, thence West 455.80 feet, thence S.58°21'49"W., a distance of 722.34 feet, thence S.88°24'49"W., a distance of 969.50 feet to the Point of Beginning, said land being in Section 27, Township 25 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 9 (from O.R. Book 1005, Page 423)

All that part of Section 27 lying South of Elam Road, EXCEPT the West 2580 feet, and that part deeded to Pasco Packing per record book 367, page 52, Township 25 South, Range 20 E., Pasco County, Florida.

AND TOGETHER WITH

HIATUS PARCEL 2

DESCRIPTION: All that part of Section 34, Township 25 South, Range 20 East, Pasco County Florida, lying North and East of that Lennar Homes property as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida, lying Easterly of that property described in O.R. Book 1582, Page 851, Public Records of Pasco County, Florida and lying West of the West boundary of the East 2580 feet of said Section 34.

LESS AND EXCEPT

That property deeded to Lennar Homes, Inc. by Warranty Deed recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida

ALL OF THAT PART LYING SOUTH OF ELAM ROAD AS SURVEYED AND BEING MORE PARTICULARLY DESCRIBED

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33, 34 and 35, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 25 South, Range 20 East and run thence N.00°14'45"W., 1909.05 feet along the West boundary of the Southwest 1/4 of said Section 27 to the Southerly maintained right-of-way line of Elam Road for a POINT OF BEGINNING; thence Northeasterly and Easterly along said maintained right-of-way line the following eight (8) courses: 1) N.77°05'11"E., 2651.09 feet to a point of curvature; 2) Easterly, 485.30 feet along the arc of a curve to the right having a radius of 2950.00 feet and a central angle of 09°25'32" (chord bearing N.81°47'57"E., 484.75 feet) to a point of tangency; 3) N.86°30'43"E., 529.78 feet; 4) N.86°55'22"E., 401.50 feet; thence N.88°35'59"E., 442.78 feet to a point of curvature; 5) Easterly, 94.10 feet along the arc of a curve to the right having a radius of 9950.00 feet and a central angle of 00°32'31" (chord bearing N.88°52'15"E., 94.10 feet) to a point of tangency; 6) N.89°08'30"E., 156.93 feet; 7) S.89°55'58"E., 680.30 feet; 8) S.89°49'45"E., 1295.13 feet to a point on the East boundary of the West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East as surveyed and monumented by American Surveying & Mapping dated August 19, 1999 and previously surveyed

by Mullins and Shoun on September 9, 1970; thence S.00°54'21"W., 2632.19 feet along said East boundary to the South boundary of said Section 26 according to said surveys; thence S.89°40'12"E., 526.83 feet along the South boundary of the Southwest 1/4 as per said monumented and surveyed line to the Westerly right-of-way line of Curley Road (County Road No. 577); thence along said Westerly right-of-way line of Curley Road (County Road No. 577) the following three (3) courses: 1) S.37°33'50"W., 3707.50 feet to a point of curvature; 2) Southwesterly, 208.79 feet along the arc of a curve to the right having a radius of 5696.58 feet and a central angle of 02°06'00" (chord bearing S.38°36'50"W., 208.78 feet) to a point of tangency; 3) S.39°39'50"W., 1117.41 feet to the most Northeasterly corner of a parcel of land deeded by Lykes Pasco, Inc. to Lennar Homes, Inc. as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida; thence along the Northerly boundary of said Lennar Homes parcel the following six (6) courses: 1) N.50°20'19"W., 598.06 feet; 2) S.61°17'35"W., 1242.94 feet; 3) N.01°13'33"E., 2192.38 feet; 4) S.79°28'00"W., 1158.22 feet; 5) S.01°13'31"W., 378.33 feet; 6) S.79°27'40"W., 2035.85 feet to a point on the Easterly boundary of Lot 2, WILLIAMS DOUBLE BRANCH ESTATES as recorded in Plat Book 12, Pages 106 through 112, inclusive, Public Records of Pasco County, Florida; thence N.00°08'32"E., 286.32 feet along the East boundary of Lots 1 and 2 of said said WILLIAMS DOUBLE BRANCH ESTATES to the Northeast corner of said Lot 1; thence S.89°57'31"W., 11.98 feet along the North boundary of said Lot 1 to the West boundary of property as recorded in O.R. Book 1005, Page 1423, Public Records of Pasco County, Florida; thence N.00°29'05"W., 4420.36 feet along the West boundary of property as recorded in O.R. Book 1005, Page 1423 and O.R. Book 1582, Page 851, Public Records of Pasco County, Florida to the Southerly maintained right-of-way line of the aforesaid Elam Road; thence along said Southerly right-of-way line, N.77°05'11"E., 673.64 feet to the POINT OF BEGINNING.

EXHIBIT D

**DEVELOPER'S COMMITMENTS
DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

SECTION III - DEVELOPER COMMITMENTS
DRI #258 - EPPERSON 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. The Project will not have any platted lots into King Lake, adjacent wetlands, or required wetland buffers. (SR3/Page 2)

VEGETATION AND WILDLIFE

1. *A gopher tortoise (*Gopherus polyphemus*) take permit will be applied for prior to any onsite construction that may affect any burrow or animals. (ADA/Page 12-7)*
2. *The project will result in the construction of dozens of additional acres of feeding and potential roosting and nesting areas for wading bird species. (ADA, Page 12-8)*
3. *This year's [sandhill crane] nesting site will be protected. (ADA/Page 12-8)*
4. *During environmental permitting of the Project, a Bald Eagle Management Plan will establish applicable protection zone(s) in accordance with the 'Habitat Management Guidelines for the Bald Eagle in the Southeast Region' (USFWS 1987) and/or any new federal regulations, at the time of the permit application. (ADA/Page 12-8)*
5. *The wetlands (harboring the state-listed Rain lily) will be preserved. (ADA, Page 12-9)*
6. *An eagle protection zone will be established with appropriate agencies prior to the onset of development in the vicinity of the nest. It is expected that all or most of this zone will be protected and managed for the benefit of the eagles and other species that may utilize that area. (ADA/Page 12-9)*
7. *Species of special concern are present and will be affected; however, they will be avoided where possible and impacts mitigated through appropriate measures. (ADA/Page 12-10)*
8. *The Applicant will have a Bald Eagle Management Plan prepared and approved by the U.S. Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, and Pasco County prior to initiation of on-site construction. The management plan will include detailed nest monitoring requirements during nesting season and limitations on uses within each zone. (SR1/Page 14)*

9. *To tell if the protected variety [i.e. S.E. American Kestrels] is present, a more in-depth, nesting season inventory might be necessary. This could be accomplished next spring or summer, if required. The Applicant will coordinate with FFWCC regarding the necessity of additional surveys. (SR1/Page 14)*
10. *Some additional work is expected to be needed prior to submittal of a gopher tortoise take permit to the FFWCC. (SR1/Page 14)*
11. *The applicant anticipates a development order condition requiring that a Bald Eagle Management Plan be developed and submitted to the appropriate agencies (including Pasco County) for review and approval prior to initiation of on-site development activities. (SR1/Page 15)*

WETLANDS

1. *The Applicant intends to maintain over 96% of the existing [529 acres] on-site wetlands in their natural state. (ADA/Page 10-17)*
2. *Stormwater systems will be designed to mimic predevelopment water levels and durations in wetlands. Individual parcel construction plans will be reviewed by SWFWMD and other agencies to insure wetland health is maintained. (ADA, Page 13-2)*
3. *Mitigation plans will be created for each set of construction plans and approved through the appropriate permitting process. Each will be required to stand alone to address impacts and appropriate compensation. (ADA/Page 13-3)*
4. *Buffers between protected wetlands and adjacent development will be provided. (ADA, Page 13-3)*
5. *Wetland impacts are limited to those areas which are removed from other protected wetlands and which would provide limited long-term value, if protected in the middle of a subdivision. (ADA/Page 13-4)*
6. *Significant wetland buffers will be provided to protect wetlands during and after construction. The design engineer and surveyor will calculate the outer edge of the buffer limits prior to the onset of any construction. This buffer line will be used as the silt screen or erosion control limit for construction. Its location will be surveyed in the field prior to construction. The silt fence will be installed by the contractor prior to any initiation of land clearing. (ADA/Page 13-4)*
7. *The construction personnel will be required to monitor offsite runoff discharges to make sure they do not exceed 29 NTU above background levels. All discharges must cease if this level is exceeded. Floating turbidity curtains will be used where the floating systems may be affected. (ADA/Page 13-5)*
8. *Erosion control lines will be frequently reviewed and repaired as needed. (ADA, Page 13-5)*

9. *No clay will be allowed to remain exposed in stormwater facilities or in filled areas. Clean sands will be used to cap any exposed clay layers. (ADA/Page 13-5)*
10. *Temporary water pumping from ponds adjacent to wetlands will be done so as to prevent either dewatering or over impoundment of water in the wetland areas. (ADA/Page 13-5)*
11. *Control for fugitive dust (use of water trucks, etc.) will be provided as needed. Vehicle wash down areas will be used where appropriate and will be well removed from wetland edges. Stormwater inlet controls will be used to keep sediment from entering the stormwater systems. (ADA/Page 13-5)*
12. *Fuel storage or fueling facilities will be appropriately located and constructed to preclude discharge to wetlands or water bodies. (ADA/Page 13-5)*
13. *Disturbed soils and filled areas will be re-vegetated as needed to preclude turbidity runoff or washouts during and following construction. Sodding will be used on slopes steep enough to washout into wetlands. (ADA/Page 13-5)*
14. *Where applicable, mitigation areas will be buffered from adjacent development by planting of woody edges, etc. Wetland creation areas will be sited in areas which can provide appropriate hydrology and protection to created wetlands. They will usually be placed adjacent to protected, existing wetlands. They will be afforded wetland conservation status and protected accordingly. (ADA, Page 13-7)*
15. *In general, lower quality upland areas will be scraped down to elevations which will result in water levels which are conducive to wetland plant development consistent with the targeted wetland type. Slopes will be gradual to provide habitat and water level variability. If available, topsoil mulch generated from the approved impacts will be transported to and spread out as the top 4-6"± layer in the created wetlands. If mulch is not available from the impacts or if these areas are too weedy, then mulch will not be used. In such cases, the contractor will provide suitable substrate for plant development. At least 24" of non-clay soil will be provided in the top layers, to allow for suitable root penetration. (ADA/Page 13-7)*
16. *Various herbs, grasses, shrubs and trees will be installed in the newly created wetland areas. The specific plant types, sizes and quantities will be site specific, considering the wetland impact type and targeted type of creation area. (ADA/Page 13-7)*
17. *Created wetlands will be visited regularly for weed control and to track development. Reports will be made on development trends. Replanting, reconstruction, etc. will be done as needed to insure success. They will be monitored and maintained until released by appropriate agencies. (ADA/Page 13-7)*
18. *The Community Development District or Homeowners' Association will own the wetland buffers. No resident will have authority to impact buffers adjacent to their lots. (SR1/Page 16)*
19. *All ponds adjacent to wetlands will be designed to discharge by gravity. (SR1/Page 18)*

20. *The need to plant the buffer surrounding proposed wetland creation areas will be assessed on a mitigation area-by-mitigation area basis. Whenever the adjacent use is thought to be substantially incompatible to normal wetland functions and values, the planted buffer will be provided... Buffering would generally be limited to planting of native, woody vegetation between the wetland creation and the incompatible use. (SR1/Page 19)*
21. *Should a CDV [cattle dipping vat] be discovered during future land clearing or other site development activities, the Applicant will complete a Phase II Environmental Audit for that area. (SR1/Page 21)*
22. *A detailed drainage assessment has not been completed at this time. However, such detailed assessments will be done prior to construction plan preparation for any particular parcel on the site. (SR1/Page 21)*
23. *Such [wetland] impacts will be mitigated-for by wetland creation or enhancement in a way which will provide equal or improved long-term environmental value. (SR1/Page 22)*
24. *The lack of single-family private docks and restrictions on boat horsepower provide additional assurance that unacceptable secondary wetland impacts or future impacts by boats will not occur. (SR1/Page 24)*
25. *The project will retain a continuous buffer and will protect all vegetated wetlands at the edges of King Lake. The eagle protection area, the parks, and the stormwater management ponds will provide additional buffering. (SR1/Page 26)*
26. *The concessions the Applicant is making relative to individual dock prohibitions and boat ramps should be considered a significant project attribute... (SR1/Page 26)*
27. *In summary, at buildout the Project preserves over 96% of wetlands. Project wetland impacts total approximately 19 acres. (SR3/Page 4)*
28. *All wetlands and buffers will be designated as Wetland Conservation Areas on final plats. This is a perpetual form of preservation. No lots for single-family owners will include wetlands or buffers. This will prevent residents from believing they are "owed" the right to disturb or maintain the protected areas. Deed restrictions created for the project will clearly state the restrictions for activities within wetlands and buffers. (SR2/Page 5)*

WATER QUALITY

1. *The lowest quality water possible will be used for irrigation purposes within the Project. (ADA/Page 10-12)*

2. *Detailed surveying and drainage analysis to be completed at a later date with detailed site engineering will confirm direction of stormwater runoff. (ADA/Page 14-3)*
3. *Water quality treatment will be accomplished through a combination of Best Management Practices and utilization of natural and manmade stormwater detention systems. The stormwater detention systems will comprise of open water components with either a natural or manmade littoral zone vegetated by native aquatic species to provide biological treatment. (ADA/Page 14-4)*
4. *A development wide Surface Water Quality Monitoring Plan and a development wide Groundwater Quality Monitoring Plan will be designed by qualified/experienced professionals, approved by the necessary agencies, and implemented prior to beginning land development activities. (ADA, Page 14-4)*
5. *Stormwater management ponds will be designed to maximize mixing, aeration, and settlement of particulates as practical. (ADA/Page 14-4)*
6. *Existing on-site surface waters and wetlands within Epperson Ranch as well as off-site areas will be protected from construction activities by various measures, including silt screen fences and implementation of a staged excavation/dewatering plan. Exposed soils will be stabilized upon completion of final grading. (ADA/Page 14-5)*
7. *During the project design phase, prior to permitting... the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test (SPT) borings per ASTM D-1586 in each proposed pond/lake area, to evaluate... (SR1/Pages 31 & 35)*
8. *If any significant "karst" related subsurface evidence is discovered during the pond/lake area SPT boring work, in a particular proposed pond/lake area, then additional appropriate geotechnical testing and evaluation methods/procedures, selected by the geotechnical engineer, will be recommended and implemented by the geotechnical engineer to further evaluate a concern area. (SR1/Pages 31 & 35)*
9. *The development wide groundwater quality monitoring plan for the entire site, and the development wide surface water quality monitoring plan for the entire site, will both be prepared in the near future by the appropriate professional consultants, as the Applicant anticipates that this will be a development order condition. Both plans will be submitted to the appropriate agencies for review and comment prior to implementation. "Baseline" or background/predevelopment will be determined and established (as will be outlined in both plans) prior to Phase 1 construction activities. (SR1/Page 32)*
10. *No surface water withdrawal from King Lake is anticipated. (SR1/Page 34)*
11. *The responsible use of pesticides and fertilizers on-site will be encouraged by the Applicant. (SR1/Page 35)*

12. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection of the Floridan Aquifer system. (SR1/Page 36)*
13. *The Applicant agrees to a development order condition requiring the preparation and implementation of a Ground & Surface Water EMP. Pre-existing impacts will be established prior to initiation of construction activities. (SR2/Page 5)*
14. *The Applicant will implement the Environmental Management Plan prior to the initiation of construction. It will continue throughout the duration of construction and until 5 years after buildout. (SR3/Page 10)*

SOILS

1. *It is anticipated that adequate geotechnical testing and evaluation of the above conditions will occur during the project design and permitting phases to properly determine, evaluate and deal with the above conditions. (ADA/Page 15-2)*
2. *The following steps will be adhered to in order to prevent or control wind and water erosion: (ADA/Pages 15-3 - 15-4)*
 - *Hay bales or silt screens*
 - *Floating turbidity barriers*
 - *Installation of temporary erosion control barriers...*
 - *Where pumps are to be used to remove turbid waters from the construction areas, the water shall be treated prior to the discharge to the wetlands.*
 - *Staged construction activities*
 - *Stabilize exposed soils as soon as possible*
 - *Installation of energy dissipaters*
 - *Implement storm drain inlet protection*
 - *Use chemical agents, if necessary, to expedite water clarity*

FLOODPLAINS

1. *Flood stages of existing water bodies will not be raised to a level in which adjacent properties would be adversely affected. (SR1/Pages 39 & 59)*
2. *Discharge rates under post-development conditions will be less than or equal to pre-development conditions for the same return event. (SR1/Pages 39 & 59)*
3. *The Applicant's engineer will prepare detailed stormwater analyses of the entire Project for review and approval of SWFWMD and Pasco County prior to issuance of construction permits. (SR1/Page 40)*

WATER SUPPLY

1. *The developer will install new deep water supply wells and surface water withdrawals consistent with the Project site plan and non-potable water supply system. (ADA/Page 17-6)*
2. *[up to 40% less non-potable water]... will be accomplished through lower application rates and by the design and operation of the irrigation systems for conservation purposes. (ADA/Page 17-8)*
3. *The irrigation systems will be installed by licensed irrigation contractors or by contractor certified by the State of Florida. (ADA/Page 17-8)*
4. *Potable water will be conserved inside the residential houses and commercial buildings by the installation of low volume plumbing fixtures, appliances, and other water conserving devices. (ADA/Page 17-8)*
5. *If in the future and prior to initiation of a utility service agreement, reclaimed water becomes available from Pasco County, the Applicant will work with Pasco County to install reclaimed lines in order to serve as much of the Project as possible. Further, the Applicant commits to using the lowest quality water available for the intended use. (SR1/Page 41)*
6. *The anticipated new non-potable water supply wells will be limited in size, depth, and withdrawal, such that there should be no significant additional adverse impacts to the underlying aquifers, or to any existing adjacent permitted users. (SR1/Page 49)*
7. *Educational materials [regarding water conservation] will be distributed to homeowners, other landowners, and businesses as part of the homeowner's association documents, or at some point prior to or simultaneous with these residents occupying their homes or stores and offices open for business. (SR1/Page 49)*

WASTEWATER MANAGEMENT

The Project will not include any septic tanks. (ADA/Page 18-3)

STORMWATER MANAGEMENT

1. *Littoral zones will be built in the created ponds for stormwater treatment. (ADA, Page 13-7)*
2. *The northern and southern halves of the property are connected by a large drainage structure beneath Elam Road, which consists of several large diameter RCPs. A more detailed study will be required to determine the direction of flow through this structure. (ADA/Page 19-2)*
3. *The Applicant and/or its assigns, including the possible purchasers of individual development tracts, will assume the responsibilities to manage the system upon completion for perpetuity. (ADA/Page 19-6)*
4. *The stormwater management system will be designed to accommodate and detain excess stormwater runoff for storm events up to and including the 100-year event. The systems will also have freeboard or excess on-site storage to accommodate excess runoff above said event. (SR1/Page 56)*

5. *All stormwater runoff will be conveyed to a stormwater management system as appropriate to provide the necessary water quality treatment prior to discharges off-site. Reductions of yard fertilizer will be addressed in the deed restrictions and HOA documents. (SR1/Page 57)*

AIR QUALITY

In order to minimize fugitive dust, site preparation and earth-moving activities will be limited to only those areas for which development is eminent. Sprinkling of water will occur as necessary to minimize excessive dust during the clearing and construction process. (ADA/Page 22-1)

POLICE & FIRE PROTECTION

The applicant will coordinate with the Pasco County Sheriff's office regarding this issue [incorporation of "environmental design concepts that have been proven to reduce crime"]. (SR1/Page 103)

RECREATION AND OPEN SPACE

1. *In addition to the neighborhood parks required by the Pasco County Neighborhood Parks Ordinance, the project will include three community clubhouse/recreation centers. (ADA/Page 26-1)*
2. *Each of the three residential neighborhoods will have a primary active park/recreation center as a community focal point. (SR1/Page 4)*
3. *The King Lake community will also have active and passive park facilities with small boat launching areas and wildlife observation platforms. (SR1/Page 4)*
4. *The parks will not have paved or concrete boat ramps. (SR1/Page 5)*
5. *Individual residential lots will not be permitted to have docks. (SR2/Page 3)*
6. *Motor craft horsepower limitation will be enforced by the CDD via inclusion in the development order and homeowner closing documents and deed restrictions. (SR2/Page 4)*

EDUCATION

Mike Rapp, Pasco County School Board Planner, requested that the Applicant reserve a 15-acre site for an elementary school within the Project, south of Elam Road, with access to a major roadway. The site identified on Map H meets these criteria, and further was agreed on. The final school location is subject to change and final approval by the School Board. (SR1/Page 107)

ENERGY

Xeriscape landscaping will be used in various locations throughout the Project, which will reduce the water consumption and energy required for irrigation. (ADA/Page 29-1)

EXHIBIT E

LAND USE EQUIVALENCY MATRIX

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

**EXHIBIT E
EPPERSON RANCH DRI
LAND USE EQUIVALENCY MATRIX**

Trade-off Rates

Change From	Change To							
	S.F. Res	Sr Ad Det	TH/Villa	Apt.	Sp Ret	Shop. Ctr.	Office	Motel
S.F. Residential	NA	3.2545	1.9103	1.2540	0.2883	0.1481	0.2977	1.3614
Senior Adult - Detached	0.3073	NA	0.5870	0.3853	0.0886	0.0455	0.0915	0.4183
Townhome/Villa	0.5235	1.7036	NA	0.6564	0.1509	0.0775	0.1558	0.7127
Apartment	0.7975	2.5953	1.5234	NA	0.2299	0.1181	0.2374	1.0857
Specialty Retail	NA	NA	NA	NA	NA	0.5137	1.0324	4.7219
Shopping Center	NA	NA	NA	NA	1.9465	NA	2.0096	9.1913
Office	NA	NA	NA	NA	NA	NA	NA	NA
Motel (Occupied Rooms)	NA	NA	NA	NA	0.2118	0.1088	0.2186	NA

* Land use exchanges from retail or office to residential and land use exchanges from office to retail shall be prohibited.

Trade-off Rates Based on the Following Units

Land Use	Size	Units	Total	Rate (Trips/Unit)
S.F. Residential	1803	DU	1447	0.8026
Senior Adult - Detached	1176	DU	290	0.2466
Townhome/Villa	726	DU	305	0.42
Apartment	200	DU	128	0.6400
Specialty Retail	56000	1000 S.F.	156	2.7836
Shopping Center	153000	1000 S.F.	829	5.4183
Office	50000	1000 S.F.	135	2.6962
Motel (Occupied Rooms)	100	Room	59	0.5895

Example 1: Trade-off 20,000 S.F. of Shopping Center for Office
 = 20,000 S.F. x 2.0096 = 40,192 S.F. of Office

Example 2: Trade-off 10 S.F. Residential for Townhome/Villa Units
 = 10 S.F. Res. x 1.9103 = 19 Dwelling Units of Townhomes/Villas

Land Use	Approved	Minimum	Maximum
S.F. Residential*	1,803	1,262	2,344
Senior Adult - Detached*	1,176	823	1,529
Townhome/Villa	726	508	944
Apartment	200	140	260
Specialty Retail	56,000	39,200	61,600
Shopping Center	153,000	107,100	168,300
Office	50,000	50,000	NA
Motel (Occupied Rooms)	100	70	110

*No Single Family Detached units shall be permitted in the Town Center

Notes: 1) Prior to any approval of a land use exchange pursuant to this trade-off mechanism table, such land use exchange(s) must include assurance that any additional utility demands associated with the proposed exchange can be accommodated. Additionally, prior to approval, such exchange(s) must mitigate for any additional park land and school impacts, as appropriate. 2) In no event shall the total number of residential units (3905) be increased by more than 10% through the use of the LUEM.

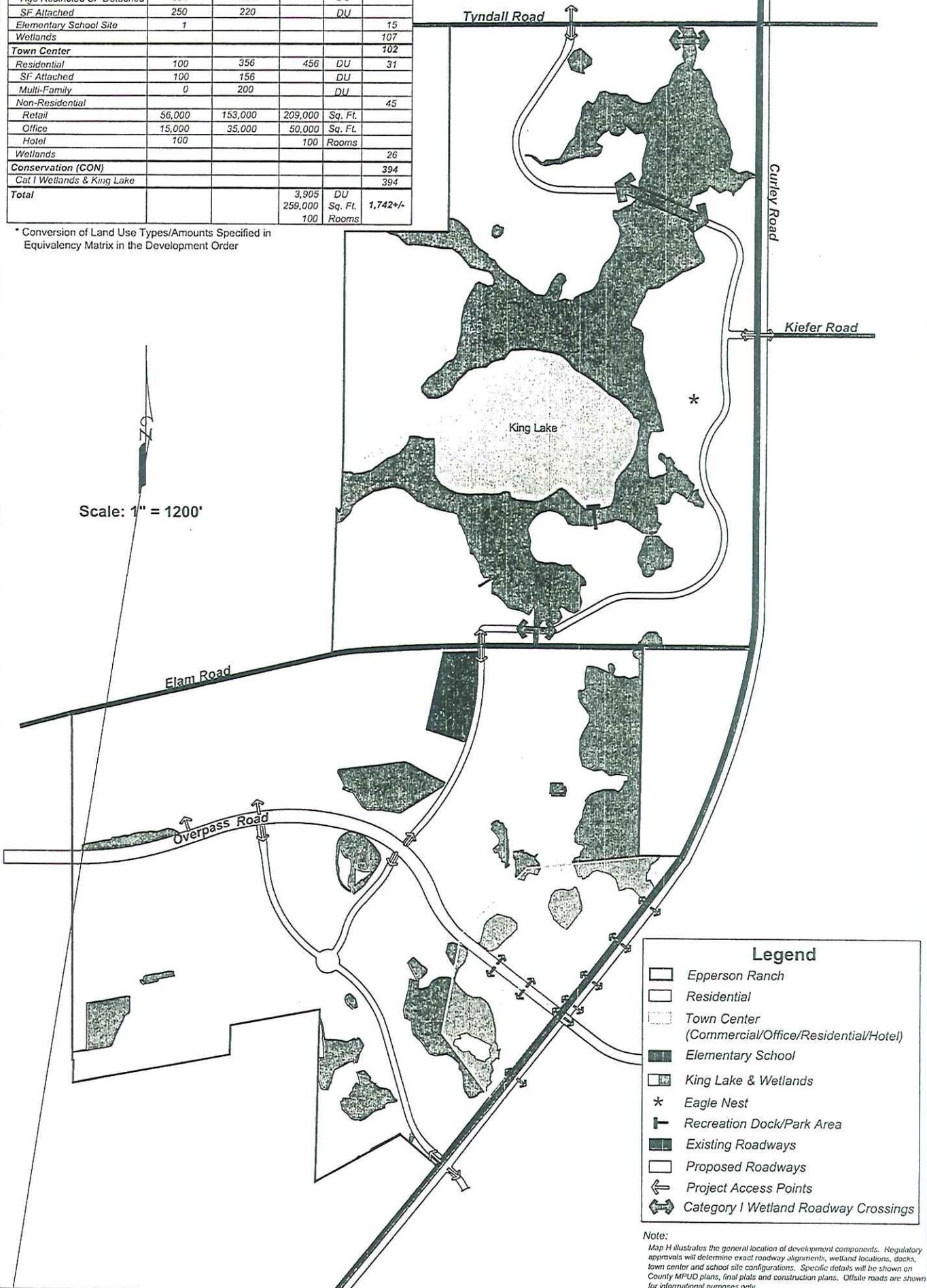
EXHIBIT F

MAP H

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

Land Use	Phase I 2015	Phase II 2015	Total	Units	Acres +/-
Residential (RES-3)					1,246
Residential	1,241	2,208	3,449	DU	1,124
SF Detached	400	1,403		DU	
Age Restricted SF Detached	591	585		DU	
SF Attached	250	220		DU	
Elementary School Site	1				15
Wetlands					107
Town Center					102
Residential	100	356	456	DU	31
SF Attached	100	156		DU	
Multi-Family	0	200		DU	
Non-Residential					45
Retail	56,000	153,000	209,000	Sq. Ft.	
Office	15,000	35,000	50,000	Sq. Ft.	
Hotel	100		100	Rooms	
Wetlands					26
Conservation (CON)					394
Cat I Wetlands & King Lake					394
Total			3,905	DU	1,742+/-
			259,000	Sq. Ft.	
			100	Rooms	

* Conversion of Land Use Types/Amounts Specified in Equivalency Matrix in the Development Order



Legend

- Epperson Ranch
- Residential
- Town Center (Commercial/Office/Residential/Hotel)
- Elementary School
- King Lake & Wetlands
- Eagle Nest
- Recreation Dock/Park Area
- Existing Roadways
- Proposed Roadways
- Project Access Points
- Category I Wetland Roadway Crossings

Note:
Map H illustrates the general location of development components. Regulatory approvals will determine exact roadway alignments, wetland locations, docks, town center and school site configurations. Specific details will be shown on County MPUD plans, final plats and construction plans. Offsite roads are shown for informational purposes only.

November 2007

Master Development Plan

Map H

LENNAR

A Development of Regional Impact
By:

Epperson Ranch Pasco County, Florida

Consultant Team

Biological Research Associates Environmental	Heidt & Associates, Inc. Planning Engineering Environmental
Figurski & Harrill Legal	Nodarse & Associates, Inc. Geotechnical
Fishkind & Associates, Inc. Economics	Southeastern Archaeological Research, Inc. Archaeological
Florida Design Consultants, Inc. Transportation	

EXHIBIT G

**PROPORTIONATE-SHARE CALCULATION
ROADWAY IMPROVEMENTS AND INTERSECTION IMPROVEMENTS**

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

EXHIBIT G

Proportionate Share Calculation - Epperson Ranch Phase I&II Cumulative
(Revised October 11, 2007)

Roadway Segment	Improvement	Cost	Max SV			Project Traffic ⁵	Project Traffic as % of Increased Capacity	Proportionate Share
			Before	After	Increase			
I-75 (SR 56 to SR 54) NB	2LF to 4LF	\$34,014,738	2890	6030	3140	311	9.90%	\$3,368,679
I-75 (SR 56 to SR 54) SB	2LF to 4LF	\$33,220,836	2890	6030	3140	225	7.17%	\$2,360,474
Curley Road (SR 54 to Old Curley Road) ^{1,2}	New 4 LD ³	\$27,172,658	1300	4230	2930	2254	76.93%	\$20,903,471
Curley Road (Old Curley Rd to 0.3 miles north of Overpass Rd)	New 4 LD ⁴	\$30,593,718	1300	2810	1510	2254	100.00%	\$30,593,718
**Total Segment Length of 3.04 Miles								
Total Links								\$57,246,342
Total Intersections								\$17,991,039
Grand Total								\$75,237,381

¹ See cost breakdown on Curley_Cost spreadsheet

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE
Epperson Ranch
(Revised October 11, 2007 Using August 2007 FDOT Cost Tables)

Intersection	Required Improvement	Cost	Project Traffic as % of Increased Capacity ¹	Proportionate Share
Phase I Only (2010)				
Curley Road at SR 54	EB Left (second) with receiving lane	\$ 3,779,035	24.75%	\$ 935,246
	SB Right (second)	\$ 711,718	24.75%	\$ 176,138
	WB Right	\$ 711,718	24.75%	\$ 176,138
Curley Road at Wells Road	NB Left (second) with receiving lane	\$ 3,779,035	77.96%	\$ 2,946,055
	Signalization ²	\$ 490,214	77.96%	\$ 382,160
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	Signalization ³	\$ 490,214		\$ -
Curley Road at Prospect Road	Signalization ³	\$ 400,120	80.19%	\$ 320,851
SR 52 at Curley Road	NB Left	\$ 645,366	10.51%	\$ 67,851
	Signalization ³	\$ 400,120	10.51%	\$ 42,067
SR 54 at SR 581	NB Left (third) ⁴	\$ 322,883	17.40%	\$ 58,146
	NB Right (second)	\$ 711,718	17.40%	\$ 123,837
	EB through (fourth) 0.4 long	\$ 5,013,871	17.40%	\$ 872,401
SR 54 at Boyette Road	Signalization	\$ 568,556	68.01%	\$ 386,675
PHASE 1 TOTAL				
Phase I&II Cumulative (2015)				
Curley Road at SR 54	EB Left (second) ⁵	\$ 645,366	39.99%	\$ 258,082
	2 SB Right (second and third)	\$ 711,718	39.99%	\$ 284,616
	WB Right	\$ 711,718	39.99%	\$ 284,616
Curley Road at Tyndall Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Left	\$ 645,366		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Wells Road	NB Left (second) with receiving lane ⁶	\$ 3,133,669	100.00%	\$ 3,133,669
	Signalization ³	\$ 490,214	100.00%	\$ 490,214
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left ⁷	\$ -		\$ -
	SB Right ⁸	\$ -		\$ -
	Signalization ³	\$ 490,214		\$ -
Curley Road at Prospect Road	WB Left	\$ 322,883	100.00%	\$ 322,883
	NB Left	\$ 645,366	100.00%	\$ 645,366
	Signalization ³	\$ 400,120	100.00%	\$ 400,120
SR 52 at Curley Road	NB Left	\$ 645,366	29.31%	\$ 189,157
	EB Right	\$ 711,718	29.31%	\$ 208,605
	Signalization ³	\$ 400,120	29.31%	\$ 117,275
SR 54 at I-75 N Ramps ⁹			100.00%	\$ -
SR 54 at SR 581	Overpass	\$ 23,440,804	26.65%	\$ 6,247,001
	NB Right (second)	\$ 711,718	26.70%	\$ 190,029
SR 54 at Boyette Road	EB Left (second) with receiving lane	\$ 3,779,035	100.00%	\$ 3,779,035
	Signalization	\$ 568,556	100.00%	\$ 568,556
Boyette Road at Wells Road	NB Right	\$ 711,718	34.58%	\$ 246,112
	Signalization ³	\$ 400,120	34.58%	\$ 138,361
Morris Bridge Road at Chancey Road	SB Left	\$ 645,366	5.36%	\$ 34,592
	Signalization ³	\$ 400,120	5.36%	\$ 21,446
Prospect Road at Clinton Ave	NB Right	\$ 711,718	38.81%	\$ 276,218
	Signalization ³	\$ 400,120	38.81%	\$ 155,287
PHASES I & II TOTAL				
				\$ 17,991,039

¹ Project Traffic as a percentage of Increased Service Volume (for Phase I & II - difference between the E+C and the Phase II w/Imp)
² Cost of the receiving lane is included in the Curley Road mainline improvement
³ Cost of turn lane included in cost of Curley Road mainline improvement
⁴ ROW not included in the cost
⁵ Cost of the NB turn lane is included in the Curley Road mainline improvement.
⁶ The cost of one SB right turn lane is included in the Curley Road mainline improvement
⁷ Improvements (NB Right and NB Left) are included in the I-75 link improvements
⁸ Signalization cost revised to reflect the FDOT August 2007 Cost Tables; Costs may vary based on the mast arms required
Notes
 FDOT August 2007 Specific Costs were used for all calculations, unless project-specific costs were available

Project Impact at Intersections

Road/Intersection	Time Period	Before	After	Increase	Project Traffic	Project Impact	Project Impact Adj
Phase I							
Curley Road at SR 54	AM	6797	8684	1887	467	24.75%	24.75%
Curley Road at Wells Road	AM	517	1134	617	481	77.96%	77.96%
Curley Road at Elam Road	AM	277	751	474	388	81.86%	81.86%
Curley Road at Overpass Road					652	100.00%	100.00%
Curley Road at Prospect Road	PM	366	578	212	170	80.19%	80.19%
SR 52 at Curley Road	PM	0	1246	1246	131	10.51%	10.51%
SR 54 at SR 581	PM	7391	8937	1546	269	17.40%	17.40%
SR 54 at Boyette Road	PM	378	775	397	270	68.01%	68.01%

Phase I&II (Cumulative)

Curley Road at SR 54	AM	6797	9898	3101	1240	39.99%	39.99%
Curley Road at Tyndall Road	AM	216	833	617	664	107.62%	100.00%
Curley Road at Wells Road	AM	517	959	442	1405	317.87%	100.00%
Curley Road at Elam Road	AM	277	470	193	1289	667.88%	100.00%
Curley Road at Overpass Road						100.00%	100.00%
Curley Road at Prospect Road	PM	366	877	511	580	113.50%	100.00%
SR 52 at Curley Road	PM	0	1252	1252	367	29.31%	29.31%
SR 54 at I-75 N Ramps	PM	7270	7796	526	595	113.12%	100.00%
SR 54 at SR 581	PM	7391	11173	3782	1008	26.65%	26.65%
SR 54 at Boyette Road	AM	343	565	222	842	379.28%	100.00%
Boyette Road at Wells Road	AM	161	641	480	166	34.58%	34.58%
Morris Bridge Road at Chancey Road	PM	317	2014	1697	91	5.36%	5.36%
Prospect Road at Clinton Ave	PM	610	1012	402	156	38.81%	38.81%

Signal Costs based on FDOT August 2007 Cost Tables

2-lane mast arm

Total Project Cost = \$400,120

4-lane mast arm

Total Project Cost = \$490,214

6-lane mast arm

Total Project Cost = \$568,556

Curley Road (S.R. 54 to N. of Overpass Road) Revised Proportionate Share Calculation

NEW (Revised using August 2007 FDOT District 7 Costs)

From	To	Segment Length	Project Cost per Segment	Less Int Impr at Overpass	Total Project Cost Per Segment
SR 54	Old Curley Road	1.40	\$27,172,658		\$27,172,658
Old Curley Road	0.3 miles north of Overpass Rd	1.64	\$31,950,802	-\$1,357,084	\$30,593,718
Subtotal:					

Curley Road at Overpass Road Intersection Costs

Delete NB Left	\$ (645,366)
Delete SB Right	\$ (711,718)
Change	\$ (1,357,084)

NOTE: Revised based on Total project cost of \$59,123,460 from County CIP #4060

REVISED - CR 54/SR 54 at SR 581 Overpass

Item	Const Less Scope Contingency	Amount	Unit	Unit Cost	Cost	Design and CEI	RW*	Total	Length (Mile)	Cost
4-lane road	\$16,022,427				\$20,028,033	\$6,008,410	\$22,526,912	\$48,563,355	0.37	\$17,968,441
Signing and Signalization		58,500	SF	\$35	\$340,113	\$614,250		\$2,661,750		\$340,113
Retaining Wall		3,900	LF	\$80	\$312,000	\$93,600		\$405,600		\$405,600
Retaining Wall Cap					\$150,000	\$45,000		\$195,000		\$195,000
Lighting										
Bridge Overpass		11,000	SF	\$170	\$1,870,000			\$1,870,000		\$1,870,000
TOTAL:										\$23,440,904

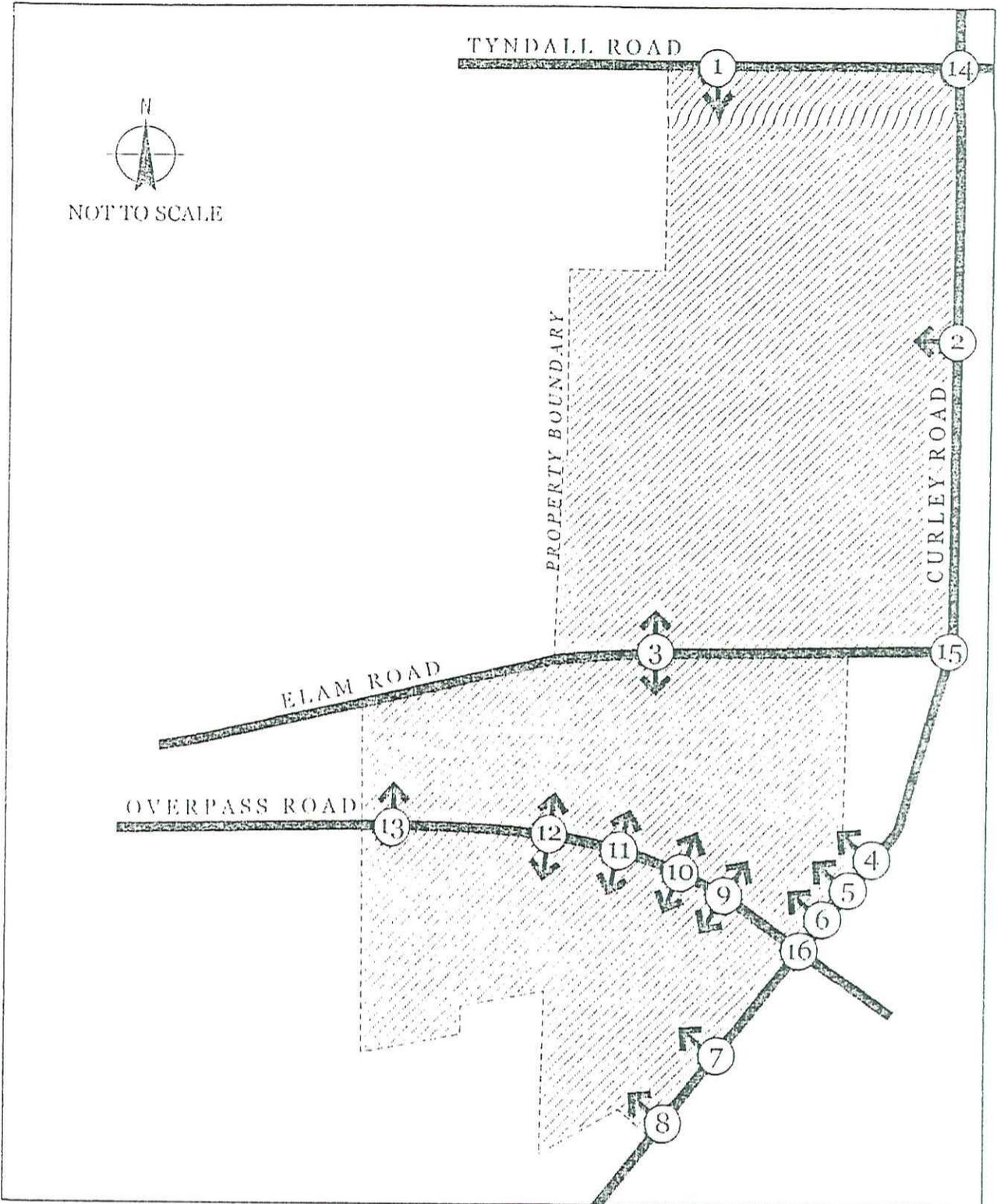
Note: Updated based on August 2007 FDOT District 7 Costs

*RW Calculated at 120% of "Const Less Scope Contingency" plus \$3.3 million Design and CEI is 30% of "Cost"
 All other unit and lighting costs estimated by URS Cost Estimators

EXHIBIT H

SITE ACCESS-RELATED IMPROVEMENTS

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**



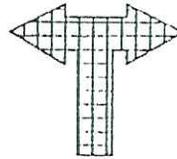
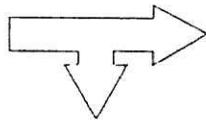
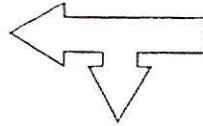
EPPERSON RANCH
Intersection Locations Map
Figure 1

N



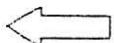
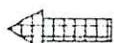
N.T.S.

TYNDALL ROAD



DRIVE 1

LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE ONE IMPROVEMENT
-  PHASE TWO IMPROVEMENT

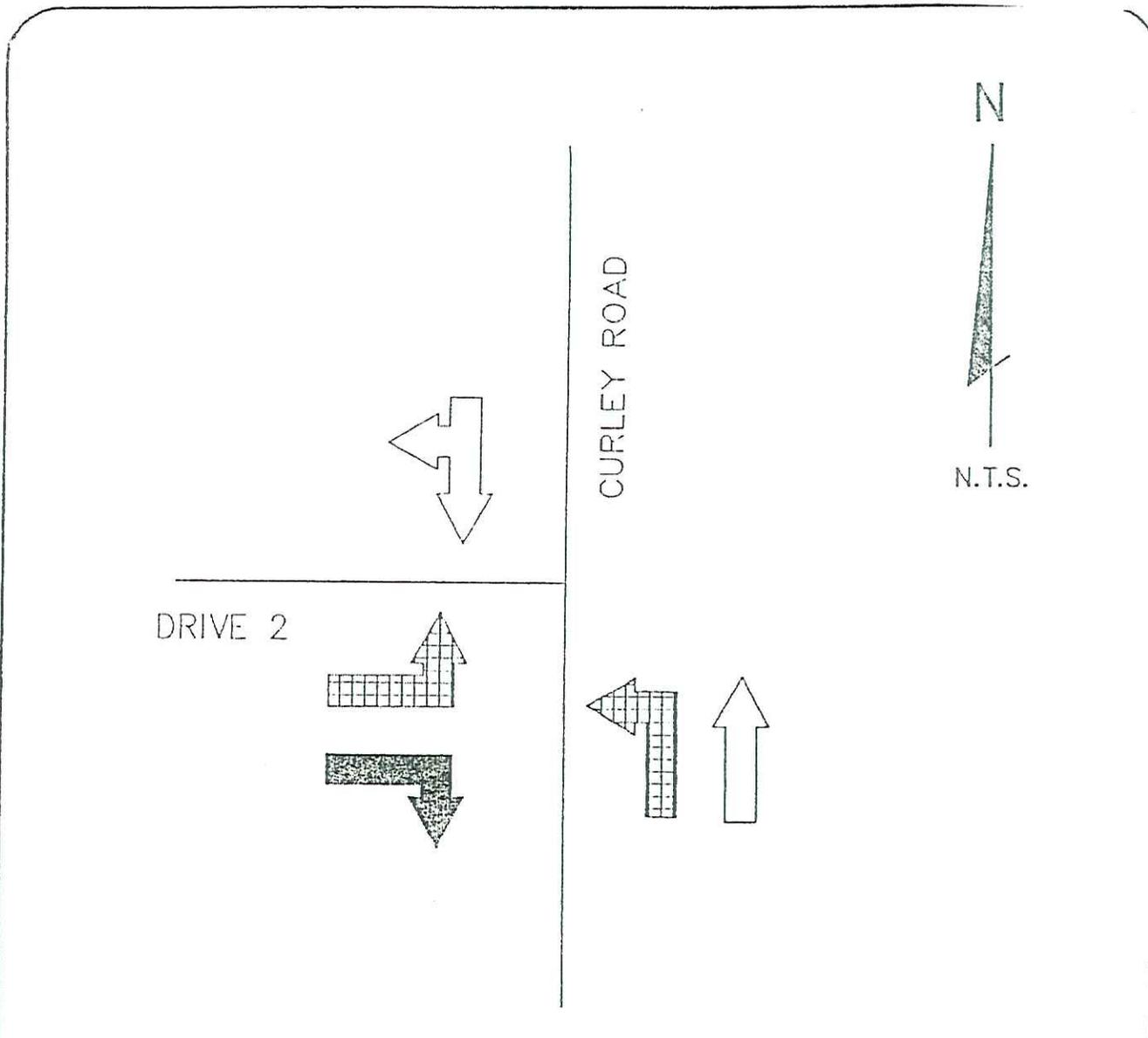
T:\117\Intersection Figures\Intersection 1.dwg - May 26, 2006 @ 11:09:37am - 8x11.dwg

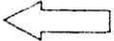
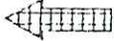
DESCRIPTION: INTERSECTION # 1 (SEE FIGURE 1)	PROJECT No. 137	EPH.
	DATE: 5-26-06	FIGURE: 2
	DRAWN BY: SMV	



FLORIDA DESIGN CONSULTANTS, INC.
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
 3030 Starkey Blvd, New Port Richey FL 34655
 Tel. (727) 849-7588 - Fax. (727) 848-3648

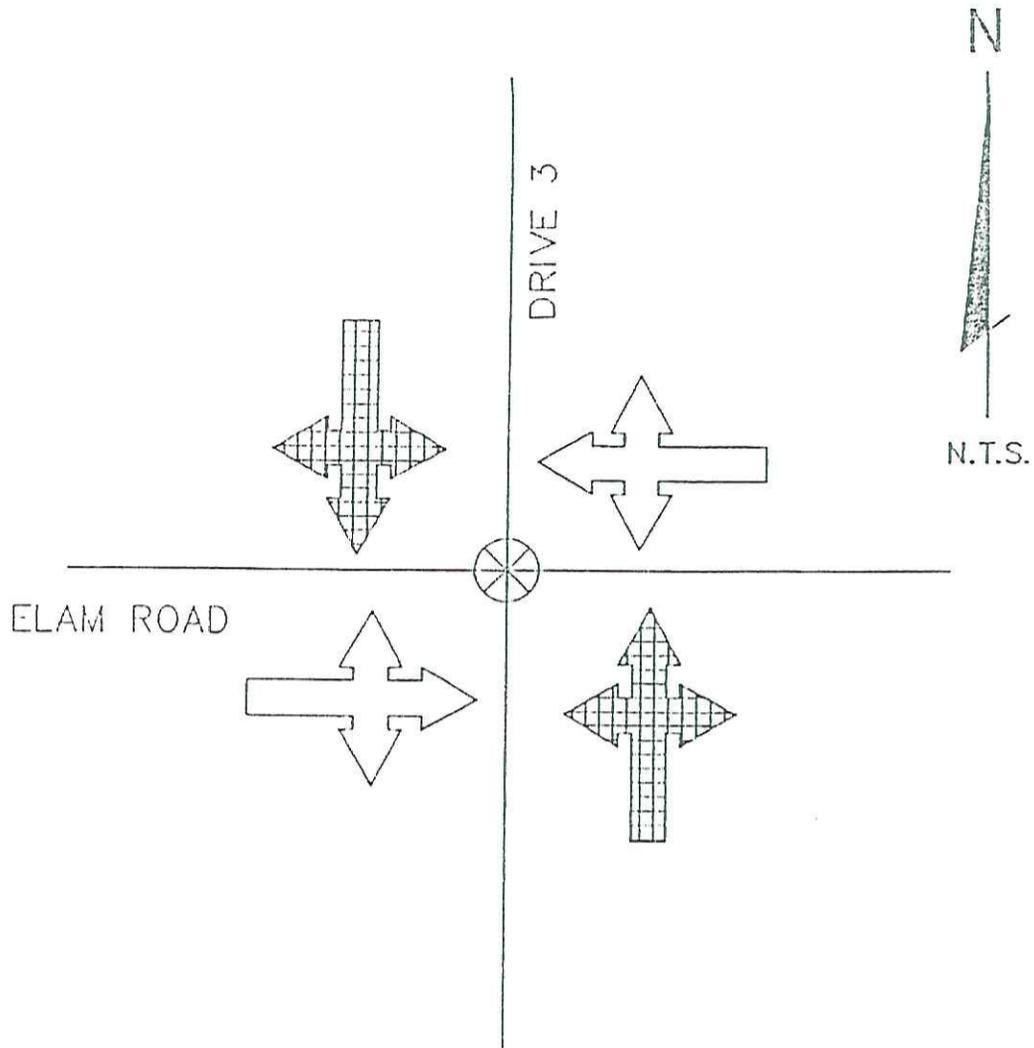
T:\137\Intersection 2.dwg - May 25, 2006 9:11:20am



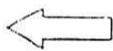
- LEGEND
-  EXISTING LANE GEOMETRY
 -  PHASE 1 IMPROVEMENT
 -  PHASE 2 IMPROVEMENT

<p>DESCRIPTION: INTERSECTION # 2 (SEE FIGURE 1)</p>	<p>PROJECT No. 137</p>	<p>EPN.</p>
 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 648-7588 - Fax. (727) 648-3548</p>	<p>DATE: 5-26-06</p>	<p>FIGURE: 3</p>
	<p>DRAWN BY: SMV</p>	

©Copyright 2005 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.



LEGEND

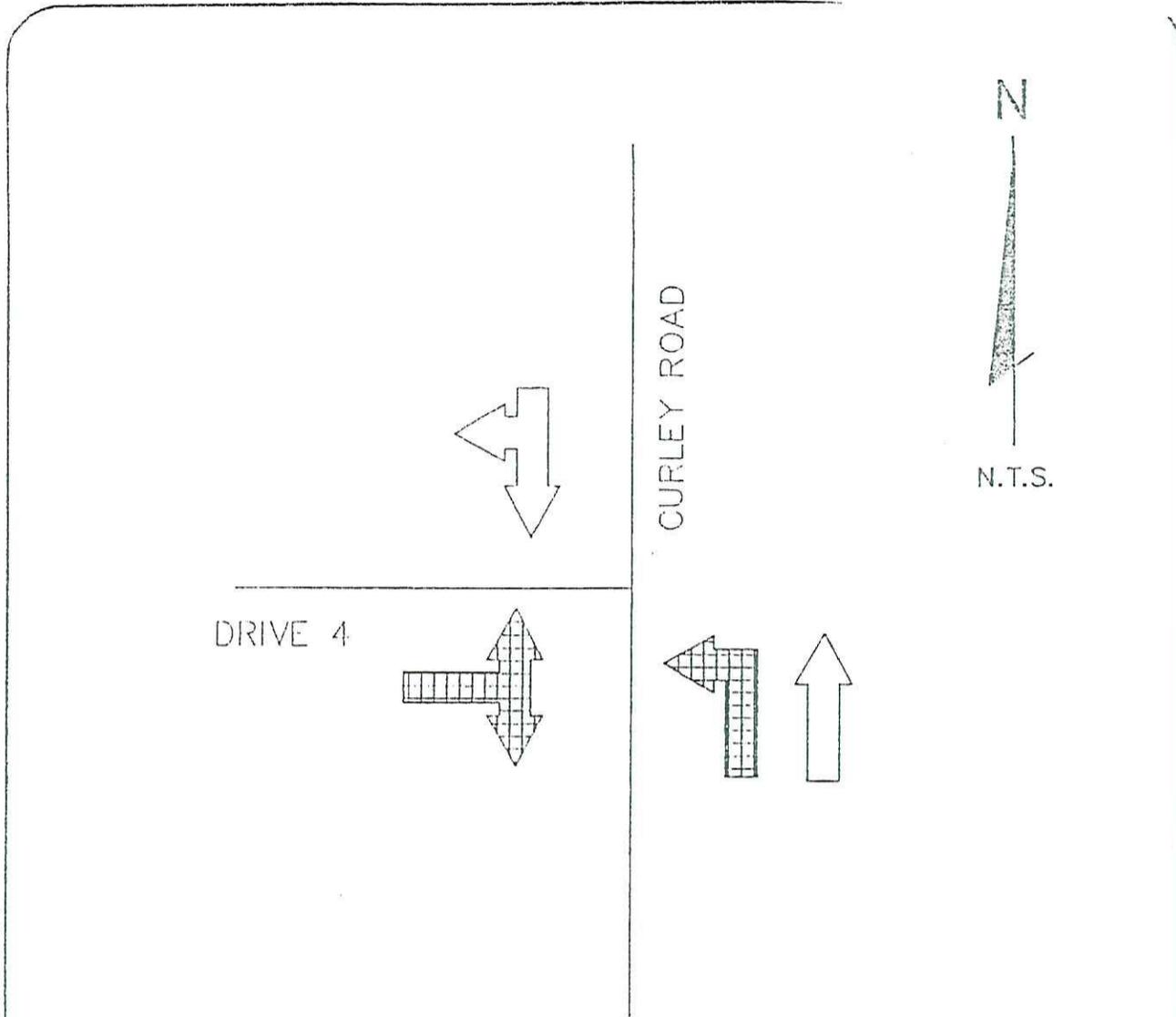
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

1. The Intersection # 3 Drive Intersection 3.dwg - May 25, 2006 © 2006 Florida Design Consultants, Inc.

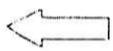
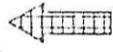
DESCRIPTION: INTERSECTION # 3 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	DATE: 5-25-06	FIGURE: 4
	DRAWN BY: SMV	



FLORIDA DESIGN CONSULTANTS, INC.
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
 3030 Starkey Blvd, New Port Richey FL 34655
 Tel. (727) 849-7588 - Fax. (727) 848-3648

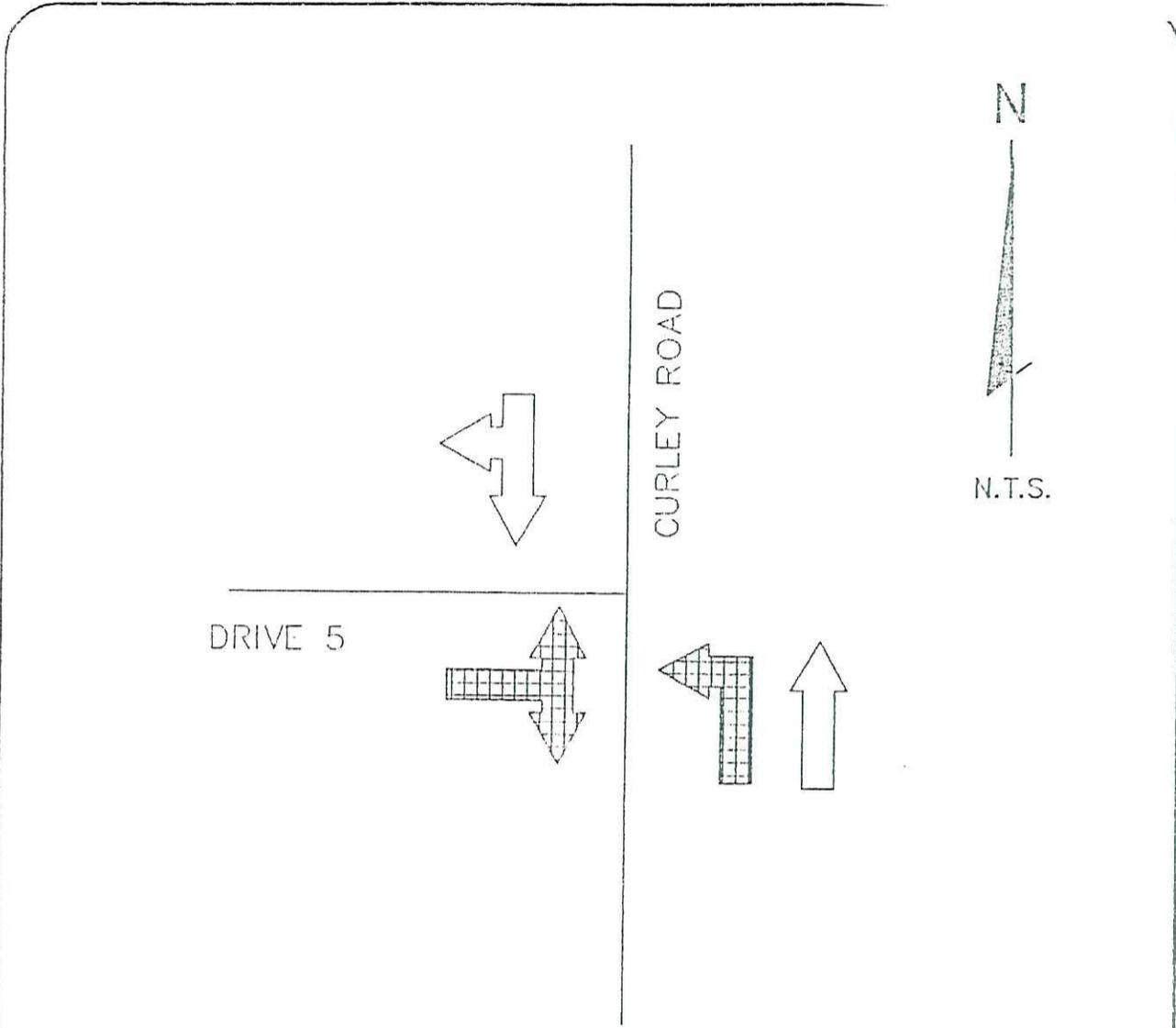


LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

DESCRIPTION: INTERSECTION # 4 (SEE FIGURE 1)	PROJECT No. 137	EPN:
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7599 - Fax. (727) 848-3648	DATE: 5-31-06	FIGURE:
	DRAWN BY: SMV	5

1. 1/2" = 100' Intersection Figures - Prepared by A. Long - May 11, 2006 - C. B. Bell - M. J. ...

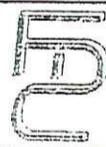


LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

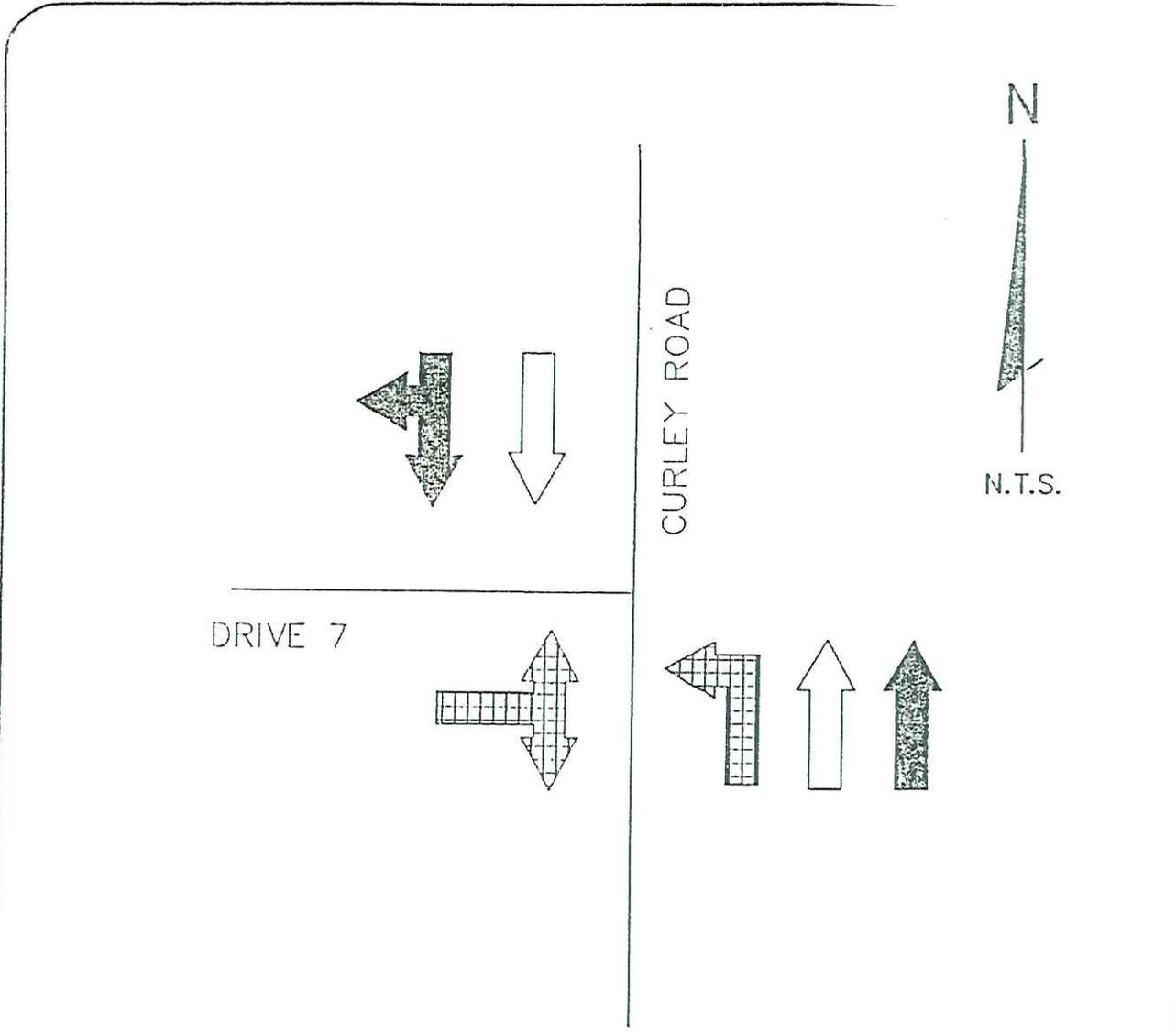
PROJECT NO. 137, INTERSECTION # 5, DRIVE 5, CURLEY ROAD, NEW PORT RICHEY, FLORIDA

DESCRIPTION: INTERSECTION # 5 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	DATE. 5-31-06	FIGURE. 6
DRAWN BY: SMV		

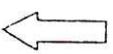
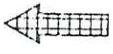

FLORIDA DESIGN CONSULTANTS, INC.
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
 3030 Starkey Blvd., New Port Richey FL 34655
 Tel. (727) 849-7585 Fax. (727) 848-3548

©Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

1. 137 Intersection # 7 (see Figure 1) - May 27, 2006 © 2006 - svsda.s

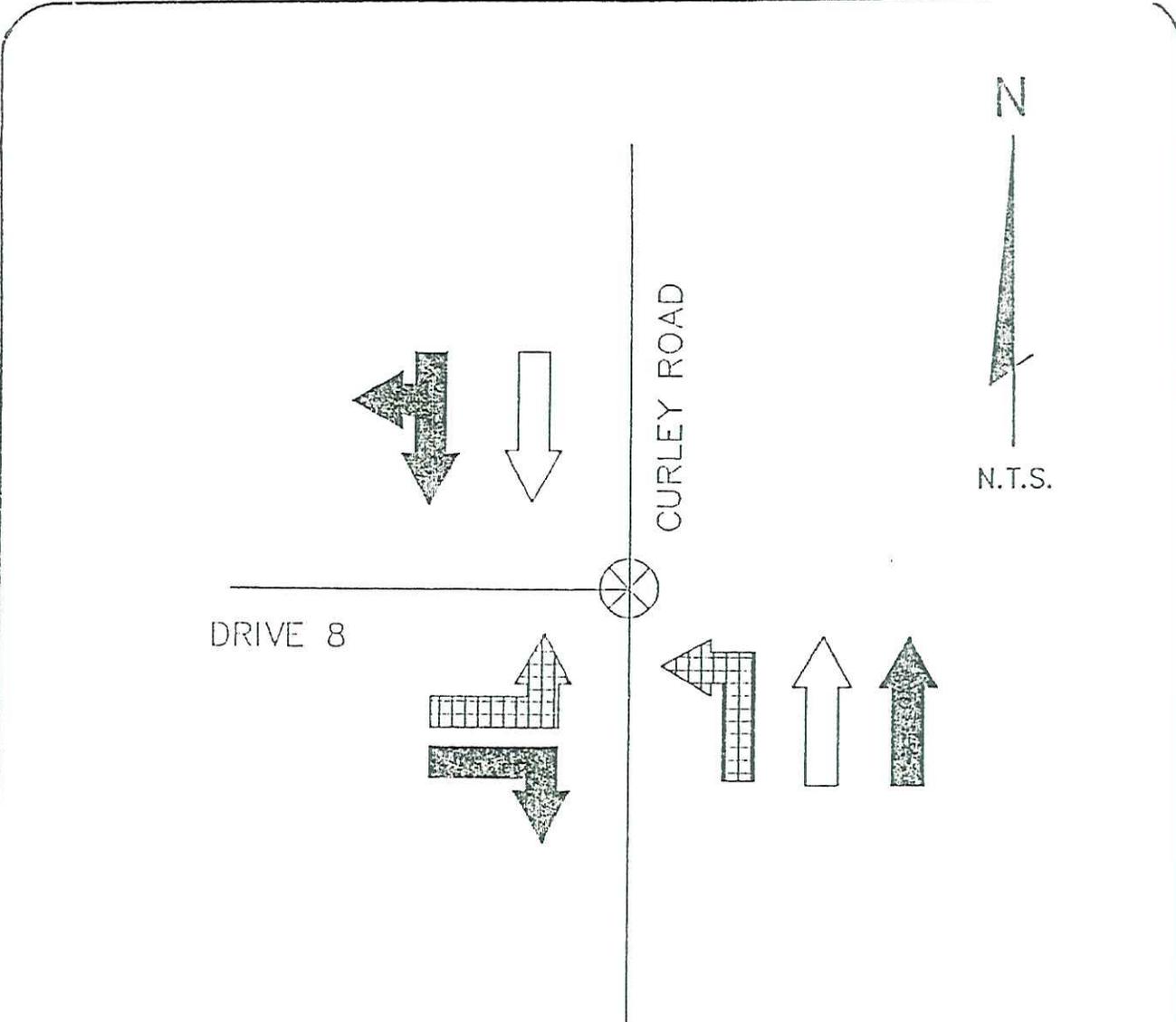


LEGEND

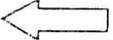
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

DESCRIPTION: INTERSECTION # 7 (SEE FIGURE 1)	PROJECT No.	EPN.
	DATE:	FIGURE:
	DRAWN BY:	
FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648		137 5-31-06 SMV 8

©Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

2:13:27 Intersection Burns Intersection 8.dwg - May 26, 2006 9:11:26am - 8/23/06

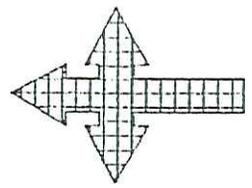
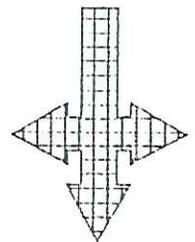
DESCRIPTION:  FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 848-7588 - Fax. (727) 848-3648	INTERSECTION # 8 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE. 5-26-06	FIGURE. 9
		DRAWN BY. SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

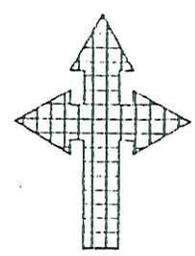
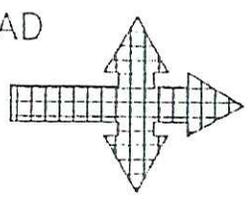
N



N.T.S.

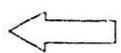


OVERPASS ROAD



DRIVE 9

LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

D:\Projects\Intersection 9.dwg - May 26, 2006 9:11 am - Rudy's

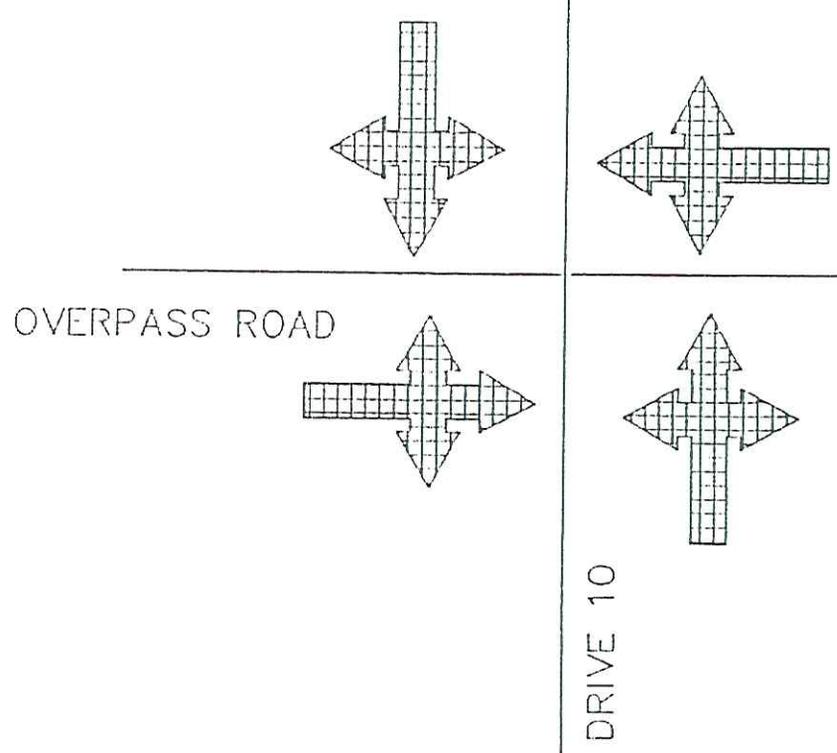
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd. New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DESCRIPTION: INTERSECTION # 9 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE: 5-26-06	FIGURE:
		DRAWN BY: SMV	10

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

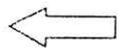
N



N.T.S.



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\City Intersection Files\Intersection 10.dwg - May 26, 2006 @ 11:14am - gvs101

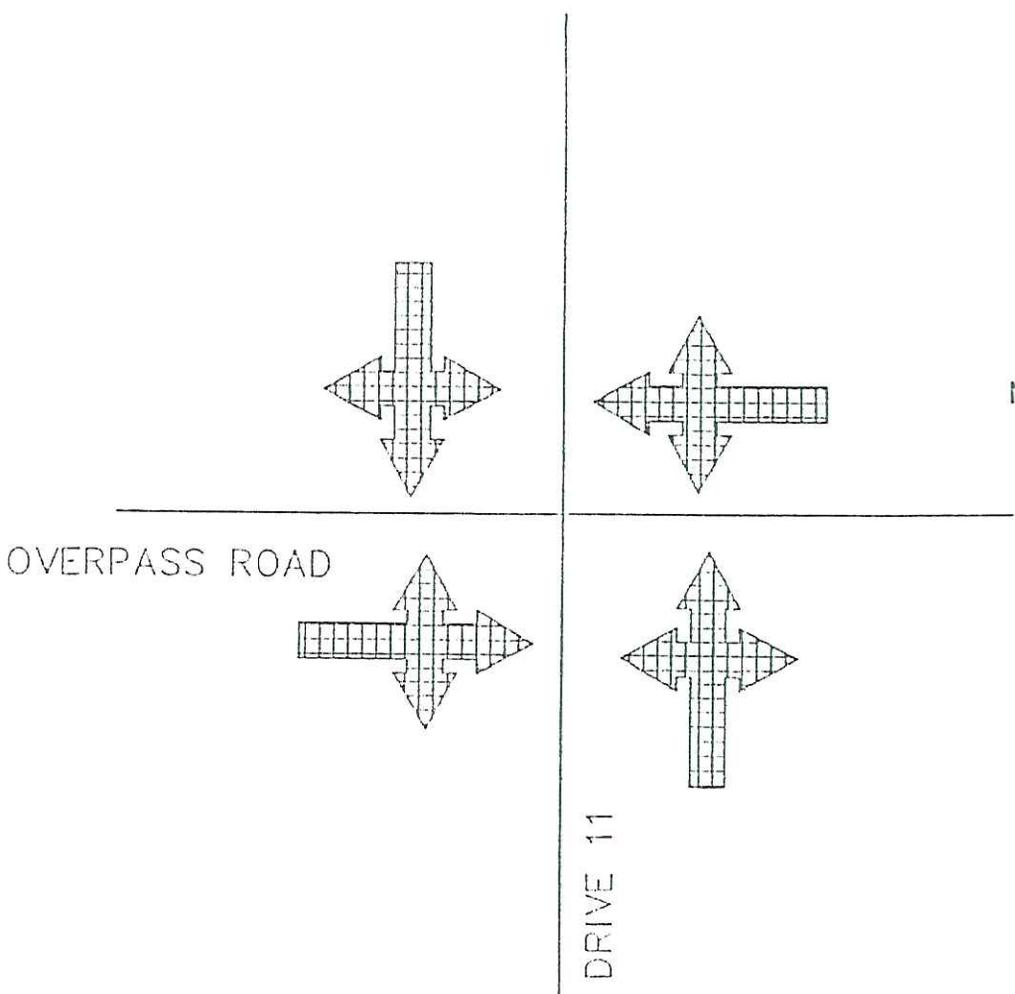
DESCRIPTION: INTERSECTION # 10 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7586 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE: 11
	DRAWN BY: SMV	

©Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

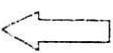
N



N.T.S.



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

DATE: 5/26/06 PROJECT: 137

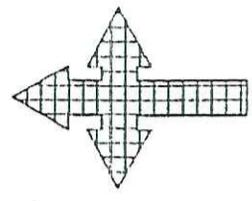
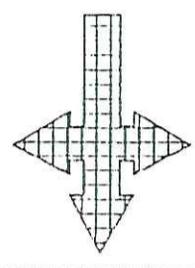
DESCRIPTION: INTERSECTION # 11 (SEE FIGURE 1)	PROJECT No. 137	EPN:
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7568 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE: 12
	DRAWN BY: SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

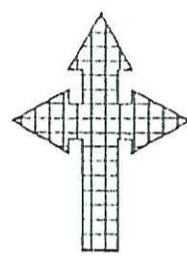
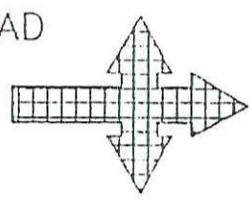
N



N.T.S.

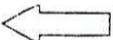
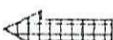


OVERPASS ROAD

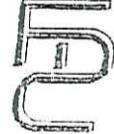


DRIVE 12

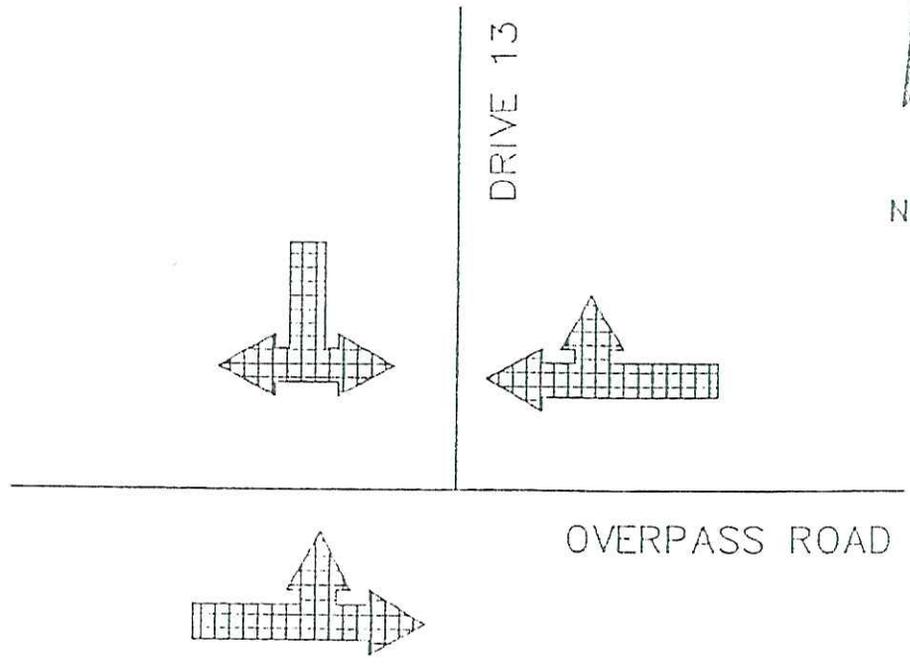
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

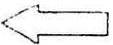
I:\1212\Intersection Figures\Intersection 12.dwg - May 25, 2006 11:35:37 - 8/12/06

DESCRIPTION: INTERSECTION # 12 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd. New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE: 13
	DRAWN BY: SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.



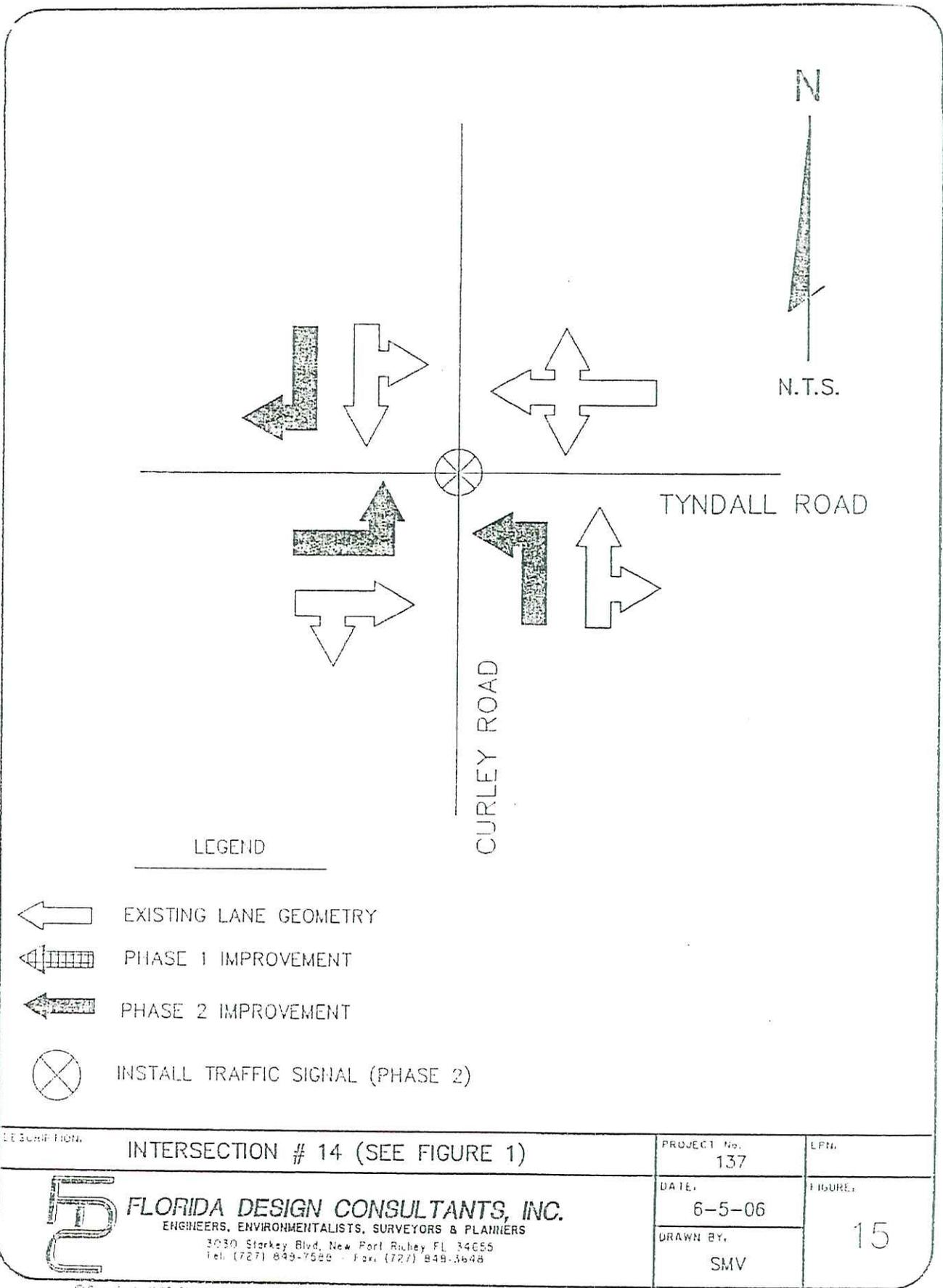
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

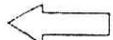
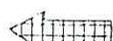
13-147 Intersection # 13 (see Figure 1) - May 26, 2006 - 13-147 - 13-147 - 13-147

DESCRIPTION: INTERSECTION # 13 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE: 14
	DRAWN BY: SMV	

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

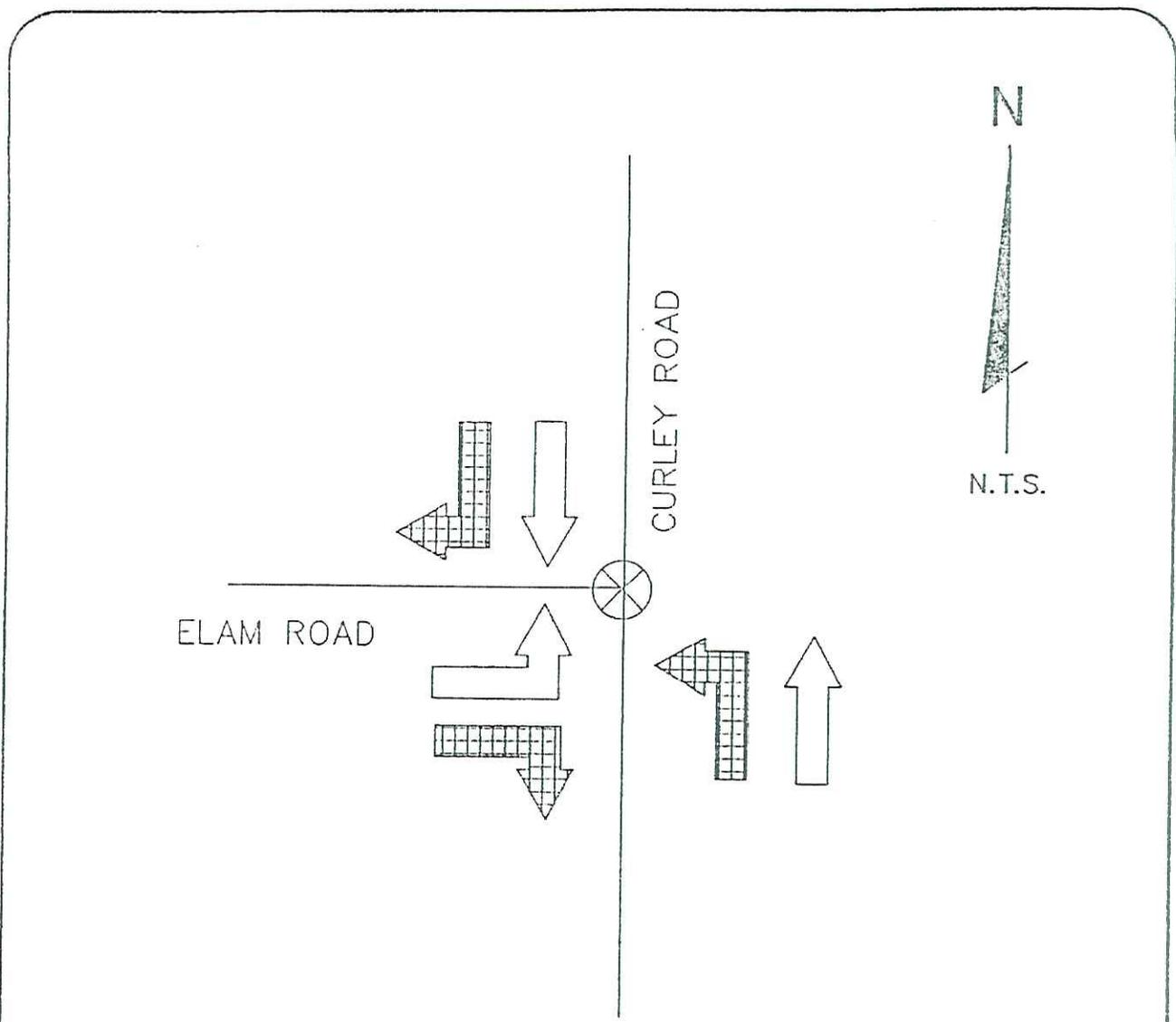


LEGEND

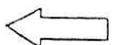
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7559 - Fax: (727) 849-3648	DESCRIPTION: INTERSECTION # 14 (SEE FIGURE 1)	PROJECT No. 137	E.P.N.
		DATE: 6-5-06	FIGURE: 15
		DRAWN BY: SMV	

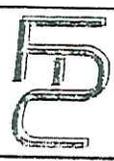
©Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

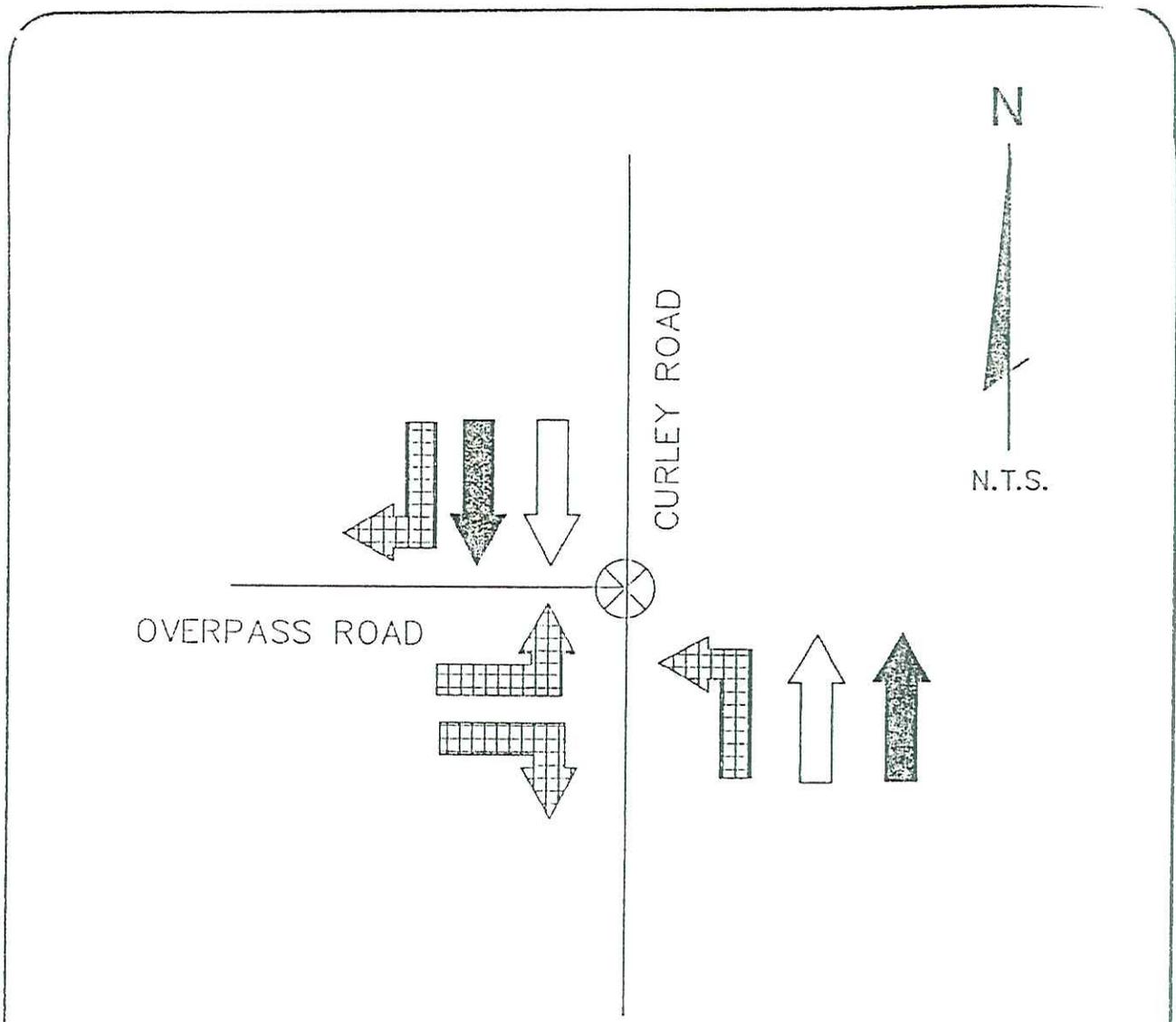


LEGEND

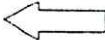
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

15.12 Intersection # 15.dwg - Jun 05, 2006 8:24 AM - 8/05/06

DESCRIPTION: INTERSECTION # 15 (SEE FIGURE 1)	PROJECT No.	EPN.
	DATE:	FIGURE:
	DRAWN BY:	
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648		137 6-5-06 SMV 16



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

11/12/06 Intersection # 16 - Curley Road - Overpass Road - Phase 1 - EPN: 17

DESCRIPTION:	INTERSECTION # 16 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7589 - Fax. (727) 848-3648	DATE: 6-5-06	FIGURE: 17
		DRAWN BY: SMV	

© Copyright 2005 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

EXHIBIT I

DEVELOPMENT AGREEMENT

**DRI NO. 258, EPPERSON RANCH
PASCO COUNTY**

69



Rcpt: 1214685 Rec: 588.00
DS: 0.00 IT: 0.00
11/25/08 _____ Dpty Clerk

**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
EPPERSON RANCH, LLC, DEVELOPER OF RECORD, FOR DEVELOPMENT OF
REGIONAL IMPACT NO. 258, EPPERSON RANCH**

JED PITTMAN, PASCO COUNTY CLERK
11/25/08 08:40am 1 of 69
OR BK 7972 PG 295

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 Epperson Ranch, LLC, the Developer of Record for Epperson Ranch Development of Regional Impact (DRI) No. 258, hereinafter called "DEVELOPER."

WITNESSETH:

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

WHEREAS, on November 5, 2008, the COUNTY approved a development order (DO) with conditions for Epperson Ranch DRI No. 258 in response to an Application for Development Approval (ADA) for Epperson Ranch DRI No. 258 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the Epperson Ranch DRI/DO, hereinafter called "Project," and attached hereto as Exhibit A; and

WHEREAS, Exhibit G of the DO, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project based upon results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code (F.A.C.), 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 for the Project; and

WHEREAS, the DO establishes the amount of Fifty-One Million Four Hundred Ninety-Seven Thousand One Hundred Eighty-Nine and 00/100 Dollars (\$51,497,189.00), in October 2006 dollars, as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build-out of Phases I and II of the Project¹; and requires the DEVELOPER to construct a pipeline project, the Curley Road Pipeline Project, various intersection improvements, and Site-Related Improvements as described and defined in this DA (Required Roadway Improvements); and

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

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

¹ This proportionate-share amount assumes a Town Center proportionate-share credit. See Section 4.a. of the DA.

R Growth Management
7530 Lytle Rd, Ste 320
N.P.R., FL 34654

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Epperson Ranch, LLC; George B. Epperson and Bobbie Epperson; Alpha E. Abbitt, Alpha E. Abbitt Family Trust; James Main Abbitt Jr.; Alice Adeline Abbitt; and EPCO Ranch, Inc., a Florida corporation. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

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

c. Development Uses of Land: The Project is currently zoned an A-C Agricultural District. An application to amend the zoning to an MPUD Master Planned Unit Development District is currently under review with the Growth Management Department. The MPUD Master Planned Unit Development Master Plan Rezoning Petition 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 COUNTY Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with any MPUD Master Planned Unit Development Conditions of Approval; the DO; 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 LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that Phases I and II of the Project as permitted and proposed are consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA, subject to the provisions of the DO and this DA.

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

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

j. Zoning and Comprehensive Plan Issues: The current Pasco County Comprehensive Plan Future Land Use (FLU) Map classifications for the Project are TC (Town Center), AG (Agricultural), RES-1 (Residential - 1 du/ga), and RES-3 (Residential - 3 du/ga). Simultaneously with the adoption of the DO and this DA, the COUNTY shall be adopting a Comprehensive Plan Amendment amending the FLU Map classifications for the Project from TC (Town Center), AG (Agricultural), RES-1 (Residential - 1 du/ga), and RES-3 (Residential - 3 du/ga) to CON (Conservation Lands), RES-3 (Residential - 3 du/ga), and TC (Town Center). The zoning classification for the Project is an A-C Agricultural District. An application to amend the zoning from an A-C Agricultural District to an MPUD Master Planned Unit Development is under review by the Growth Management Department.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate-Share Amount: The DEVELOPER agrees to construct the Required Roadway Improvements as defined herein, within public right-of-way to be provided by the COUNTY or dedication by the DEVELOPER, as mitigation for the Epperson Ranch, Phases I and II, transportation

impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, F.A.C., the DEVELOPER'S proportionate-share contribution for those improvement projects listed in Exhibit G of the Project's DO, attached hereto as Exhibit B, is Seventy-Five Million Two Hundred Thirty-Seven Thousand Three Hundred Eighty-One and 00/100 Dollars (\$75,237,381.00) (Proportionate Share) in February 2007 dollars. Pursuant to Section 402.7 of the COUNTY'S Concurrency Management Ordinance, the COUNTY and the DEVELOPER agree that the Project shall be granted a Proportionate-Share credit for the Town Center entitlements (50,000 square feet of office, 209,000 square feet of commercial, 100 motel rooms, 200 multifamily dwelling units, and 256 single-family attached dwelling units as depicted on Map H of the DO) in the amount of Twenty-Three Million Seven Hundred Forty Thousand One Hundred Ninety-Two and 00/100 Dollars (\$23,740,192.00) (Town Center Credit). The Town Center Credit assumes that the Town Center entitlements comply with the LDC criteria for TND (Traditional Neighborhood Design) Town Center. The portion of the Town Center entitlements that comply with such criteria is responsible only for the payment of transportation impact fees (TIF) to address their Proportionate-Share obligation and shall not be subject to any of the Required Roadway Improvements obligations set forth in this DA except for site-related improvements in the Town Center. The COUNTY shall address the Proportionate-Share obligation for compliant Town Center entitlements through the application of the TIF or other revenue sources toward one or more of the following segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, Curley Road, or other parallel facility or mobility improvements as determined by the COUNTY. Any portion of the Town Center entitlements as listed above which are developed, but not in accordance with the criteria in Section 402.7 of the COUNTY'S Concurrency Management Ordinance, shall require payment of a pro rata share of (or identification of a mitigation pipeline for) the Town Center Credit to the COUNTY. Such payment shall be adjusted by the most recent construction and right-of-way indices as adopted by the COUNTY TIF Ordinance as amended. Such payments shall be utilized for facility or mobility improvements in the COUNTY that benefit one or more of the following road segments: the I-75/Overpass Road interchange, I-75, S.R. 54/C.R. 581 intersection, S.R. 54, or Curley Road. Such improvements shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule.

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design; permit; and, in limited instances, provide right-of-way for the Required Roadway Improvements in Subsections (1) and (2), below, to fully mitigate the transportation impacts of Phases I and II of the Project. Construction of the Required Roadway Improvements (which includes the Site-Related Improvements and the Curley Road Pipeline Project, Phases 1 and 2, as further described below), once performed and subject to compliance with the Town Center requirements set forth above, shall vest the DEVELOPER for transportation concurrency for the 4,260th equivalent single-family detached dwelling unit or

equivalent in p.m. peak-hour trips through December 31, 2017, subject to any extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance.

(1) Identification of Pipeline Project: The DEVELOPER has elected to construct a pipeline project to mitigate the Proportionate-Share transportation impacts of Phases I and II of the Project subject to the Town Center Credit requirements set forth above. The Curley Road Pipeline Project is the construction, realignment, and expansion as further described below of Curley Road from Old S.R. 54 (Station 204+68.000) to 0.3 mile north of Overpass Road as depicted on Exhibit C (Curley Road Pipeline Project), unless an alternative terminus is approved by the COUNTY pursuant to Subsection (b) below. The cost of the Curley Road Pipeline Project is estimated to be Fifty-One Million Four Hundred Ninety-Seven Thousand One Hundred Eighty-Nine and 00/100 Dollars (\$51,497,189.00) in October 2006 dollars. The project shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances). The COUNTY shall permit, design, and acquire right-of-way for the Curley Road Pipeline Project.

(a) Curley Road Pipeline Project, Phase 1: This phase of the Curley Road Pipeline Project is the construction of a four (4) lane, divided, urban roadway, expandable to six (6) lanes, from Old S.R. 54 (Station 204+68.00 on Exhibit C) to Station 301+37.32 (north of Wells Road) as depicted on Exhibit C, and includes the construction of 0.2769 mile of Jacana Drive as a two (2) lane, undivided, urban offset and 0.1485 mile of Wells Road as a two (2) lane, undivided, urban offset. The DEVELOPER and the COUNTY agree that construction of this segment shall be completed in accordance with the COUNTY'S design plans and permits. The project shall include intersection improvements at Old S.R. 54, Zephyrhills West Bypass, Jacana Drive, Wells Road, and any other intersection improvements on the COUNTY'S design plans. If the DEVELOPER chooses to make any changes in design and permitting, such changes shall be subject to the approval of the COUNTY Engineering Services Department, shall be at the DEVELOPER'S expense, and shall not be eligible for TIF or Proportionate-Share credits. The DEVELOPER understands and agrees that, in the event the Curley Road Pipeline Project, Phase 1, is constructed prior to completion of the Zephyrhills West Bypass Project, the COUNTY may require additional intersection improvements not shown on the COUNTY'S design plans at Old S.R. 54 to accommodate Epperson Ranch DRI Project traffic; any such additional improvements shall not be eligible for TIF or Proportionate Share credits. Construction of the Curley Road Pipeline Project, Phase 1, shall commence prior to approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required) or prior to January 1, 2012, whichever occurs first. Commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA. The project shall be completed

and accepted by the COUNTY for maintenance prior to July 1, 2013, or prior to eighteen (18) months from the approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required), whichever occurs first. If the Curley Road Pipeline Project, Phase 1, is constructed separately from Phase 2 in Subsection (b) below, then Phase 1 shall include the taper from four (4) to two (2) lanes from Stations 340+20.00 to 358+47.95 as depicted on Exhibit C. The DEVELOPER shall post a Performance Guarantee for the Curley Road Pipeline Project, Phase 1, in accordance with Section 9 of this DA.

(b) Curley Road Pipeline Project, Phase 2: This phase of the Curley Road Pipeline Project is the construction of a four (4) lane, urban, divided roadway from Station 301+37.32 to 0.3 mile north of Overpass Road as depicted on Exhibit C, including tapering as applicable to transition from four (4) lanes to two (2) lanes as depicted on Exhibit C. The four (4) lane roadway shall be expandable to six (6) lanes, unless otherwise approved by the COUNTY at the time of Town Center Master Plan approval. The DEVELOPER agrees that the segment of Curley Road passing through the Town Center shall be constructed in compliance with the Town Center Master Plan. The project shall include any other intersection improvements determined by the COUNTY to be necessary during the design and permitting of the project. Construction of the Curley Road Pipeline Project, Phase 2, shall commence prior to June 30, 2014, or sooner to the extent required to complete the portion of Curley Road through the Town Center by December 31, 2012. Commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA. The project shall be completed and accepted by the COUNTY for maintenance prior to December 31, 2015, or as necessary to serve the Town Center/adjacent development, whichever occurs first, provided, however, that the portion of Curley Road through the Town Center shall be completed by December 31, 2012. In the event the COUNTY wishes to enter into a construction contract with another developer or others for all or any portion of Curley Road Pipeline Project, Phase 2, the COUNTY shall notify the DEVELOPER in writing prior to June 30, 2013, but not before the COUNTY has completed design and permitting. The DEVELOPER shall respond in writing to the COUNTY within ninety (90) days of such written notification, confirming that the DEVELOPER shall commence construction within six (6) months of such notification. In the event the DEVELOPER does not provide any written response to such notification within ninety (90) days or the DEVELOPER does not commence construction within six (6) months from such notification date, the DEVELOPER shall be required to make a cash payment prior to December 31, 2015, or within thirty (30) days of the COUNTY entering into the construction contract with another developer or others, whichever occurs later. The cash payment to the COUNTY shall be equivalent to the actual construction costs or the cost set forth in the COUNTY approved construction contract for that portion of the Curley Road Pipeline Project, Phase 2, constructed by another developer or others, whichever is greater, but in no circumstance shall such payment exceed the amount of Twenty Million Four Hundred Seventy Thousand Ninety and 00/100 Dollars

(\$20,470,090.00) in October 2006 dollars, adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance, as amended. The DEVELOPER shall post a Performance Guarantee for the construction or payment of the Curley Road Pipeline Project, Phase 2, in accordance with Section 9 of this DA.

(c) The Site-Related Curley Road Intersection Improvements: This portion of the Curley Road Pipeline Project consists of the site-related intersection improvements at Elam Road, Overpass Road, and all intersection improvements within the Town Center as depicted on Exhibit H of the DO and attached hereto as Exhibit E and any other site-related intersection improvements as required by the DO or the Town Center Master Plan (Site-Related Curley Road Intersection Improvements). These improvements shall be built at the DEVELOPER'S expense regardless of cost. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the Site-Related Curley Road Intersection Improvements, such improvements are not eligible for TIF credits pursuant to the terms of the 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 Curley Road Intersection Improvements are not eligible for TIF credits, Proportionate-Share credit, or COUNTY reimbursement.

(2) Site-Related 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 improvements set forth below, including all Roadway Appurtenances as determined by the COUNTY, and permitting agencies as applicable to be necessary during the design and permitting of the following site-related improvements (Site-Related Improvements). The Developer understands and agrees that all Site-Related Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER are not eligible for TIF credits, Proportionate-Share credit, or COUNTY reimbursement. The DEVELOPER shall complete the construction of the Site-Related Improvements prior to the applicable deadline for each improvement as outlined below or shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the LDC prior to such deadline. If the Assurance of Completion of Improvement is provided, construction must be completed prior to the issuance of the first Certificate of Occupancy within the plat or construction plan subject to the deadline. The Site-Related Improvements consist of the following:

(a) Overpass Road: The segment of Overpass Road commencing at Curley Road, extending westward to the western boundary of the Project as generally depicted on Map H, shall be designed and permitted in accordance with the Final Overpass Road Route Study dated March 2005 and constructed by the DEVELOPER as a two (2) lane, divided, urban section (offset), including all Roadway

Appurtenances for a six (6) lane, divided, urban roadway, unless alternate design or construction standards are approved at the time of master plan approval for the Town Center. The project shall also include any site-related intersection improvements as required by the DO or the Town Center Master Plan. The alignment of Overpass Road shall be in accordance with the provisions of the Final Overpass Road Route Study dated March 2005. The Developer shall convey 166 feet of right-of-way for Overpass Road, from the western boundary to the eastern boundary of the Project. Overpass Road shall be completed and accepted by the COUNTY for maintenance prior to the first to occur of the following: 1) approval of the first record plat (or construction plan approval where no plat is required) for the 1,200th single-family detached dwelling unit or equivalent in p.m. peak-hour trips; 2) as necessary to serve the development; or 3) prior to December 31, 2012.

(b) Elam Road: The segment of Elam Road commencing at Curley Road and extending to the western boundary of the Project as depicted on Exhibit D shall be constructed/improved to COUNTY standards as a two (2) lane road. The DEVELOPER shall provide 142 feet of right-of-way for the portion of Elam Road bounded by the Project on both sides of Elam Road and seventy-one (71) feet of right-of-way for the portion of Elam Road bounded by the Project on one side of the road as depicted on Exhibit D. Elam Road shall be completed and accepted by the COUNTY for maintenance as necessary to serve adjacent or nearby development as determined by the COUNTY or the District School Board of Pasco County, whichever occurs first.

(c) Tyndall Road: The segment of Tyndall Road from Curley Road extending along the Project boundary shall be constructed/improved to COUNTY standards as a two (2) lane road. The DEVELOPER shall provide sufficient right-of-way to total 135 feet of right-of-way for Tyndall Road. Construction of Tyndall Road shall be completed and accepted by the COUNTY for maintenance as necessary to serve adjacent or nearby development as determined by the COUNTY.

(d) All other site-related intersection improvements in Exhibit H of the DO and attached hereto as Exhibit E that are not listed in Subsection 4.b.(1)(c) above.

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

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and provide or acquire right-of-way (where 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 COUNTY. Notwithstanding the foregoing, the COUNTY shall design, permit, and acquire right-of-way for the Curley Road Pipeline Project.

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 COUNTY. 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 Improvements related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plan s.

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

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY 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 COUNTY for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY 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 Curley Road Pipeline Project shall not be allowed unless specifically approved in writing by the COUNTY.

e. COUNTY Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY for review and approval, unless the COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY 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 Required Roadway Improvements (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Required Roadway Improvements, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY shall become the property of the 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 COUNTY and any and all applicable local and State regulatory agencies.

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

h. COUNTY Review: The DEVELOPER agrees and recognizes that the COUNTY 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 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 in no way assumes or shares 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 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) Except for the Curley Road Pipeline Project, the DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way requirements (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 Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) While it is not anticipated that additional right-of-way will be required for the Required Roadway Improvements, if necessary, efforts will be made by the COUNTY and DEVELOPER to enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the Curley Road 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 COUNTY in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement for any Required Roadway Improvements eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity, with the timely support and cooperation of the above consultants and professionals, and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly Project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

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

k. Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a 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 the custody and

control of the Project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

i. COUNTY Observation: The COUNTY'S personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Required Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY 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 to observe or inspect the work of the Required Roadway Improvements. The DEVELOPER shall be solely responsible for ensuring that the Required Roadway Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY 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.

m. Right-of-Way: Prior to the COUNTY'S acceptance of any of the Required Roadway Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of 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 COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (90) days of the COUNTY'S request, whichever occurs first. All conveyances shall include access easements be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

n. Construction Requirements: During the construction phase of the Required Roadway Improvements, the DEVELOPER and/or its construction contractor(s) shall:

(1) Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications.

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

(3) Be responsible for supervising and inspecting the construction of the Required Roadway Improvements 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 Required Roadway Improvements until the improvements are completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.

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

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

(7) Provide to the COUNTY copies of all design drawings, as-built drawings, and permits received for the Required Roadway Improvements, and such information shall become the property of the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*.

6. PIPELINE PROJECTS CONSTRUCTION

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

a. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the Curley Road Pipeline Project to an appropriately licensed contractor. 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 TIF 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 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 or the COUNTY. The COUNTY shall have thirty (30) business days to review the documents and materials submitted by the DEVELOPER and provide the DEVELOPER with their comments. Consistent with the COUNTY'S comments, the DEVELOPER shall finalize the bid package, outlining the nature and scope of the Project; shall provide the COUNTY 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 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 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 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, 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 staff shall immediately receive an unofficial bid tabulation from the DEVELOPER. Within twenty-four (24) hours of the bid opening, the COUNTY shall receive from the 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 in writing, of the identity of the lowest responsive, responsible bidder and shall provide the COUNTY with the proposed contract, which shall be consistent with the approved bid package and the lowest responsive, responsible bid. The DEVELOPER shall award the Curley Road Pipeline Project contracts to the lowest responsive, responsible bidder approved by the 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 Curley Road Pipeline Project should be rebid. In the event that all bidders are rejected as nonresponsive and/or nonresponsible, the Curley Road Pipeline Project may be rebid following the procedures described herein. The COUNTY shall have thirty (30) business days to review, comment, and provide a

statement of reasonable objections or no objection. If the COUNTY objects, the COUNTY reserves the right to require the DEVELOPER to award the Curley Road 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 statement of no objection, the DEVELOPER may proceed to award to that party the contract for the Curley Road 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, providing two (2) copies of the final executed agreement to the COUNTY Purchasing Director. The DEVELOPER shall promptly furnish to the COUNTY 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 State competitive-bidding requirements for the Curley Road Pipeline Project.

b. Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a 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 the 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 Observation: The COUNTY'S personnel and authorized representatives reserve the right to inspect, observe, and materials-test any and all work associated with the Curley Road Pipeline Project and shall at all times have access to the work being performed pursuant to this DA for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY 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 to observe or inspect the work on the Curley Road Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the Curley Road Pipeline Project is constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

d. Right-of-Way: Prior to the COUNTY'S acceptance of the Curley Road Pipeline Project, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and cause all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY 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 Curley Road 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 Curley Road 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 Curley Road Pipeline Project until the improvements are completed and accepted by the COUNTY, as applicable, which acceptance shall not be unreasonably withheld.

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

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Curley Road Pipeline Project and other road improvements are in substantial conformance with the standards established by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY.

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

7. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account, attributable to the Curley Road Pipeline Project, for reimbursement or TIF 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 Curley Road Pipeline Project as determined by the COUNTY (hereinafter referred to as the Credit-Receiving Entity). Once the DEVELOPER has posted the Performance Guarantees and commenced construction for the Curley Road 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 Curley Road 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 TIF 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. Notwithstanding anything in the DO or this DA to the contrary, in the event the COUNTY'S first 15-year Capital Improvement Plan (CIP) shows that the COUNTY has inadequate committed and planned revenue to construct the improvements needed to achieve and maintain the COUNTY'S adopted level of service standards on any of the roadways impacted by the Project (as set forth in Exhibit G of the DO and attached hereto as Exhibit B) during the term of the 15-year CIP, the DEVELOPER agrees to the following:

(1) The residential entitlements within the Project shall be subject to the "Option 1 Full Fee," as set forth in the TIF Schedule and indexed to the fiscal year of payment for any residential TIFs due after the COUNTY'S adoption of the 15-year Capital Improvement Element (CIE) that relies on revenue from the Option 1 Full Fee within the Project; and

(2) The COUNTY may utilize the additional projected revenue from the Option 1 Full Fee within the Project as a committed or planned funding source for one or more of the inadequately-funded roadways impacted by the Project in the 15-year CIP or 15-year CIE.

The County shall consider other revenue sources in its formulation of the 15-year CIP.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit. The Credit-Receiving Entity shall be eligible for TIF credits for construction costs or payment in lieu of such costs for the Curley Road Pipeline Project, Phase 1, as detailed in this DA and the TIF Ordinance. The Credit-Receiving Entity shall be eligible for TIF credits for actual, reasonable construction costs or payment in lieu of such costs for the Curley Road Pipeline Project, Phase 2, as detailed in this DA and the TIF Ordinance. Reasonable construction costs shall be determined by the County Administrator or his designee (Administrator). In no event shall such TIF credit exceed the lesser of actual costs or the estimated costs assumed in Exhibit B of this DA (Exhibit G of the DO). Because completion of the proportionate-share pipeline project and payment of TIFs for the Project pursuant to the requirements of this DA also serve as a guarantee of transportation concurrency capacity through 2017 for the Project, any TIF credits are not transferable outside the boundaries of the Project. For Fiscal Year 2010, the COUNTY agrees to provide impact fee credits equivalent to 200 single-family detached units; 120 age-

restricted, single-family detached units; and 75 townhouse units. For Fiscal Year 2011, the COUNTY agrees to provide impact fee credits equivalent to 200 single-family detached units; 120 age-restricted, single-family detached units; and 75 townhouse units. The amount of each credit will be determined at the time of application for the Building Permit based upon the impact fee schedule 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 Administrator 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, the anticipated square footage for commercial and office, and the number of rooms for motel. In conjunction with the preparation of the COUNTY'S annual CIP Budget, the Administrator 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 fiscal years. Once the DEVELOPER and/or the Credit-Receiving Entity has received impact fee credits equal to the expenditures for the Curley Road Pipeline Project, 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. To receive impact fee credit or reimbursement, all requests and invoices for the Curley Road Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance by the COUNTY of the Curley Road 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.

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

(a) Site-Related Improvements, including any associated right-of-way donations and/or acquisitions as defined above in Section 4.b.(2).

(b) Site-related intersection improvements as depicted in Exhibit H of the DO and attached hereto as Exhibit E.

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

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

(e) Curley Road 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 fees, Proportionate-Share credits, 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.

(3) 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.

(4) Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the Curley Road Pipeline Project 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.

(5) 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.

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

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: A Letter of Credit (LOC) acceptable to and approved by the COUNTY to guarantee completion of the Curley Road Pipeline Project, Phase 1 (LOC No. 1), shall be posted in favor of and provided to the COUNTY prior to approval of the first record plat for the 800th equivalent single-family detached dwelling unit (or construction plan approval where no plat is required) or prior to January 1, 2011, whichever occurs first. A second LOC acceptable to and approved by the COUNTY to guarantee completion of Curley Road Pipeline Project, Phase 2 (LOC No. 2), shall be posted in favor of and provided to the COUNTY prior to June 30, 2014. Failure to post, revise, update, and keep effective the required LOCs until the completion of the Project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF credits or reimbursements due pursuant to Section 6 above and/or stop the issuance of Building Permits and other development approvals. The DEVELOPER shall post LOC No. 1, in the amount of Thirty-Eight Million Seven Hundred Eighty-Three Thousand Eight Hundred Seventy-Three and 00/100 Dollars (\$38,783,873.00) (125 percent of the cost of the Curley Road Pipeline Project, Phase 1, of Thirty-One Million

Twenty-Seven Thousand Ninety-Nine and 00/100 Dollars [\$31,027,099.00]), in October 2006 dollars, plus the estimated cost of construction for the portion of the Curley Road Pipeline Project, Phase 2, within the Town Center, to guarantee construction of the Curley Road Pipeline Project, Phase 1, and the portion of the Curley Road Pipeline Project, Phase 2, within the Town Center. The DEVELOPER shall post LOC No. 2 in the amount of Twenty-Five Million Five Hundred Eighty-Seven Thousand Six Hundred Thirteen and 00/100 Dollars (\$25,587,613.00) (125 percent of the cost of the Curley Road Pipeline Project, Phase 2, of Twenty Million Four Hundred Seventy Thousand Ninety and 00/100 Dollars [\$20,470,090.00]), less any amounts already guaranteed in LOC No. 1 or any portion of the Curley Road Pipeline Project, Phase 2, already constructed to guarantee construction of or payment for the Curley Road Pipeline Project, Phase 2. Within ninety (90) days of 100 percent design approval for the Curley Road Pipeline Project, Phase 1, and Curley Road Pipeline Project, Phase 2, the DEVELOPER shall provide the COUNTY with an updated Cost Estimate for each Project as applicable. Upon approval of the updated Cost Estimate by the COUNTY, the DEVELOPER shall provide the COUNTY with a revised LOC for each Project as applicable in the minimum amount equal to 125 percent of the updated COUNTY-approved Cost Estimate. On the renewal date of each LOC as applicable, the LOC may be reduced provided an updated Cost Estimate for the remainder of the applicable Project is provided to and approved by the COUNTY and provided that the LOC is not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder. The LOCs shall be returned to the DEVELOPER upon fulfillment of the obligation guaranteed by the LOC.

b. Conditions for Letters of Credit:

(1) The LOCs and any other Assurance of Completion of Improvement in accordance with this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the LOC Issuer), unless otherwise approved by the Risk Manager and the County Attorney's office (CAO).

(2) The LOC Issuer shall be:

- (a) Organized and existing under the laws of Florida, or
- (b) Organized under the laws of the U.S. and have a principal place of business in Florida, and
- (c) Have a branch office which is authorized under the laws of Florida or the U.S. to receive deposits in Florida.

(3) The LOC must provide for draws to be made on it at an office within 100 miles from the COUNTY.

(4) The LOC must be signed by the President or Vice President of the LOC Issuer.

(5) The LOC Issuer must have and maintain:

(a) An average financial-condition ranking of thirty-five (35) or more from two (2) nationally recognized, financial-rating services, compiled quarterly by the Florida Department of Financial Services, Division of Treasury, unless otherwise approved by the Risk Manager and the CAO.

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

(c) Downgrade Provision: In the event the LOC Issuer does not maintain the average financial condition in Paragraph 8.b.(5)(a) above or is downgraded below the minimum in Paragraph 8.b.(5)(b) 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.

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY, in accordance with the COUNTY Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing an LOC valid for the entire three (3) year initial maintenance period plus six (6) months. The monetary amount which shall be made available to the COUNTY under the terms of the LOC shall be equal to fifteen (15) percent of the cost of the Project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in the Engineering Services Department's, *A Procedural Guide for the Preparation of Assurances of Completion and Maintenance* (as may be subsequently amended). The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of an LOC in accordance with this section. The DEVELOPER shall be responsible for maintaining the Project during the initial maintenance period, and, if any part of the Project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the Project during the initial maintenance period, the Administrator shall notify the DEVELOPER in writing via certified U.S. Mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the LOC, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the COUNTY Engineering Inspections Division not before ninety (90) days prior to the termination of the initial maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified U.S. Mail, return receipt requested, postmarked

within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the LOC. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required three (3) year Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Administrator, or in the case of no defects, but in any case no sooner than the completion of the three (3) year maintenance period, the Administrator may recommend to the COUNTY the release of the Maintenance Guarantee.

9. INDEMNIFICATION AND INSURANCE

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

solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

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

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

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

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

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

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

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

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

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this DA, other than workers' compensation and employer's liability policy, shall specifically provide that the COUNTY, COUNTY Engineer, and each of their elected officers, employees, and agents shall be an "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 COUNTY Certificate of Insurance form, which shall be provided to the engineers and/or contractors by the DEVELOPER. The DEVELOPER may obtain a sample copy of this certificate from the COUNTY.

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

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

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

- (i) General Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (ii) Products, Completed Operations Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (iii) Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars (\$1,000,000.00).
- (iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- (v) Property Damage (Each Occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- (vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- (vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

10. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the entire Performance Guarantees required by Section 6 (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 signalization-payment obligation has been fulfilled to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

c. Time Extensions:

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

(2) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Required Roadway Improvements, the DEVELOPER may, prior to the deadline, submit a request to the Administrator for an amendment to this DA to extend the deadline, and the 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.

(3) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Curley Road Pipeline Project because the COUNTY did not complete design and/or right-of-way acquisition, the deadlines shall be automatically extended by the amount of time it takes the COUNTY to complete such design and/or right-of-way acquisition as applicable.

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

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

monitoring efforts shall be summarized in written reports submitted to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

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

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

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

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

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

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

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which materially affect the requirements in 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.

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

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

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

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

o. Severability: Each provision of this DA is material to the Board of County Commissioners' approval of this DA. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the DA shall be suspended until such time that the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided, however, such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made.

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

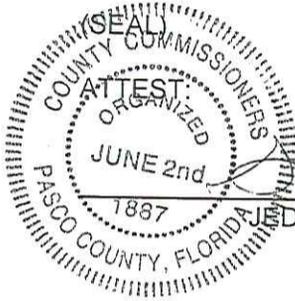
q. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

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

- s. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
- t. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Required Roadway Improvements.
- u. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.
- v. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.
- w. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.
- x. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.
- y. Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Required Roadway Improvements and which interruption or

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

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



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

[Signature]

CHAIRMAN

[Signature]
JED PITTMAN, CLERK

Date: **APPROVED**

NOV 05 2008

WITNESSES:

EPPERSON RANCH, LLC

[Signature] 11-24-08
Michael S. Layson
[Signature] 11/24/08
Christy Garrow

BY: *[Signature]*
John M. Ryan
Print

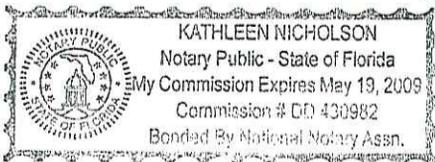
Its Managing Member 11-24-08
Title

STATE OF FLORIDA
COUNTY PASCO

The foregoing instrument was acknowledged before me this 24th day of November, 2008
(date), by John M Ryan
(name of person acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



NOTARY

[Signature]

EXHIBITS

- A. Legal Description
- B. Proportionate-Share Table
- C. Curley Road Pipeline Project
- D. Elam Road
- E. Site-Related Intersection Improvements

EXHIBIT A

DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

**EXHIBIT A
EPPERSON RANCH DRI
LEGAL DESCRIPTION**

Parcel 1 - Lying North of Elam Road

Part 1

The West 1/2 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Curley Road (County Road 577) and LESS AND EXCEPT right-of-way for Tyndall Road.

AND TOGETHER WITH

Part 2

The Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of Section 22, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT road right of way for Tyndall Road.

AND TOGETHER WITH

Part 3

All that portion of Section 27, Township 25 South, Range 20 East, Pasco County, Florida, lying North of Elam Road.
LESS AND EXCEPT (from O.R. 71, Page 426) The West 1/2 of Section 27, lying North of dirt road running East and West except the East 60.00 feet thereof lying South of King Lake.

AND TOGETHER WITH

Part 4

The Northwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road 577).

AND TOGETHER WITH

HIATUS PARCEL 1

The Northeast 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County

Road 577).

PARCEL 2 - Lying South of Elam Road

Part 1 (From O.R. Book 1005, Page 1423)

Sections 33 and 34, Township 25 South, Range 20 East and
Sections 3 and 4 in Township 26 South, Range 20 East.

PARCEL 2: Commence at the NW corner of the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet for a point of beginning; thence run North 0°36'47" West, 2746.44 feet, thence North 79°19'59" East, 205.0 feet; thence North 0°36'47" West, 384.0 feet, thence North 79°08'13" East, 1692.52 feet, thence South 1°05'50" West, 385.0 feet, thence North 79°19'59" East, 172.0 feet, thence South 1°05'50" West, 1924.0 feet, thence South 79°19'59" West, 1156.0 feet, thence South 3°42'20" West, 2395.0 feet to the centerline of County Road, thence South 89°32'20" West, along said centerline, 648.95 feet, thence North 0°37'26" West, 1398.82 feet to the point of beginning said land being in Sections 33 and 34, Township 25 South, Range 20 East, and in Section 3 and 4, Township 26 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 2 (from O.R. Book 1005, Page 1423

Sections 27, 28, 33 and 34, Township 25 South, Range 20 East.

PARCEL 3: Commence at the NW corner of Section 4, Township 26 South, Range 20 East, the same being the SW corner of Section 33, Township 25 South, Range 20 East, thence run North 89°49'27" East, along the North line of said Section 4, 4662.83 feet, thence North 0°36'47" West, 5025.44 feet for a point of beginning; thence continue North 0°36'47" West, 2067.0 feet to the centerline of County Road, thence North 77°04'05" East, along said centerline, 3,362.65 feet, thence South 1°11'39" West, 2203.43 feet, thence South 79°07'36" West, 3267.99 feet to the point of beginning, said land being in Sections 27, 28, 33 and 34.

AND TOGETHER WITH

Part 3 (from O.R. Book 1005, Page 423)

The West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road, Less the West 320 feet thereof.

AND TOGETHER WITH

Part 4 (from O.R. Book 1005, Page 423)

All of Section 35, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577).

AND TOGETHER WITH

Part 5 (from O.R. Book 1005, Page 423)

The West 320 feet of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East, Pasco County, Florida, LESS AND EXCEPT right-of-way for Elam Road.

AND TOGETHER WITH

Part 6 (from O.R. Book 1005, Page 423)

The East 2580 feet of Section 34, Township 25 South, Range 20 East, Pasco County, Florida, lying West of Curley Road (County Road No. 577)

AND TOGETHER WITH

Part 7 (from O.R. Book 1581, Page 851)

PARCEL 9: A portion of that Parcel Number 5 recorded in Official Record Book 367, Page 52 of the Public Records of Pasco County, Florida being described as follows:

Commence at the Northwest corner of Section 4, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°49'27"E., along the North line of said Section 4, a distance of 4662.83 feet; thence N.00°36'47"W., a distance of 2746.44 feet for a Point of Beginning; thence continue N.00°36'47"W., a distance of 2279.00 feet; thence N.79°07'36"E.,

a distance of 3267.99 feet; thence S.01°11'39"W., a distance of 1009.16 feet; thence S.88°54'10"E., a distance of 20.00 feet; thence S.01°05'50"W., a distance of 1301.12 feet; thence S.79°19'59"W., a distance of 1158.14 feet to the West line of Parcel 5; thence N.01°05'50"E., a distance of 17.05 feet; thence S.79°19'59"W., a distance of 172.00 feet; thence N.01°05'50"E., a distance of 385.00 feet; thence S.79°08'13"W., a distance of 1692.52 feet; thence S.00°36'47"E., a distance of 384.00 feet; thence S.79°19'59"W., a distance of 205.00 feet to the Point of Beginning.

AND TOGETHER WITH

Part 8 (from O.R. Book 1581, Page 851)

Commence at the SW corner of Section 33, Township 25 South, Range 20 East, thence run N.89°49'27"E., along the South line of said Section 33, a distance of 4662.83 feet, thence N.00°36'47"W., a distance of 5025.44 feet, thence N.79°07'36"E., a distance of 3267.99 feet, thence N.01°11'39"E., a distance of 187.00 feet for a Point of Beginning; thence continue N.01°11'39"E., a distance of 2016.43 feet to the centerline of County Road, thence N.77°04'05"E., along said centerline, a distance of 243.94 feet, thence continue along said centerline N.86°50'20"E., a distance of 1340.92 feet, thence continue along said centerline, N.89°36'20"E., a distance of 459.40 feet, thence S.01°15'12"W., a distance of 1742.37 feet, thence West 455.80 feet, thence S.58°21'49"W., a distance of 722.34 feet, thence S.88°24'49"W., a distance of 969.50 feet to the Point of Beginning, said land being in Section 27, Township 25 South, Range 20 East, Pasco County, Florida.

AND TOGETHER WITH

Part 9 (from O.R. Book 1005, Page 423)

All that part of Section 27 lying South of Elam Road, EXCEPT the West 2580 feet, and that part deeded to Pasco Packing per record book 367, page 52, Township 25 South, Range 20 E., Pasco County, Florida.

AND TOGETHER WITH

HIATUS PARCEL 2

DESCRIPTION: All that part of Section 34, Township 25 South, Range 20 East, Pasco County Florida, lying North and East of that Lennar Homes property as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida, lying Easterly of that property described in O.R. Book 1582, Page 851, Public Records of Pasco County, Florida and lying West of the West boundary of the East 2580 feet of said Section 34.

LESS AND EXCEPT

That property deeded to Lennar Homes, Inc. by Warranty Deed recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida

ALL OF THAT PART LYING SOUTH OF ELAM ROAD AS SURVEYED AND BEING MORE PARTICULARLY DESCRIBED

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33, 34 and 35, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 25 South, Range 20 East and run thence N.00°14'45"W., 1909.05 feet along the West boundary of the Southwest 1/4 of said Section 27 to the Southerly maintained right-of-way line of Elam Road for a POINT OF BEGINNING; thence Northeasterly and Easterly along said maintained right-of-way line the following eight (8) courses:

- 1) N.77°05'11"E., 2651.09 feet to a point of curvature; 2) Easterly, 485.30 feet along the arc of a curve to the right having a radius of 2950.00 feet and a central angle of 09°25'32" (chord bearing N.81°47'57"E., 484.75 feet) to a point of tangency; 3) N.86°30'43"E., 529.78 feet; 4) N.86°55'22"E., 401.50 feet; thence N.88°35'59"E., 442.78 feet to a point of curvature; 5) Easterly, 94.10 feet along the arc of a curve to the right having a radius of 9950.00 feet and a central angle of 00°32'31" (chord bearing N.88°52'15"E., 94.10 feet) to a point of tangency; 6) N.89°08'30"E., 156.93 feet; 7) S.89°55'58"E., 680.30 feet; 8) S.89°49'45"E., 1295.13 feet to a point on the East boundary of the West 1/2 of the Southwest 1/4 of Section 26, Township 25 South, Range 20 East as surveyed and monumented by American Surveying & Mapping dated August 19, 1999 and previously surveyed

by Mullins and Shoun on September 9, 1970; thence S.00°54'21"W., 2632.19 feet along said East boundary to the South boundary of said Section 26 according to said surveys; thence S.89°40'12"E., 526.83 feet along the South boundary of the Southwest 1/4 as per said monumented and surveyed line to the Westerly right-of-way line of Curley Road (County Road No. 577); thence along said Westerly right-of-way line of Curley Road (County Road No. 577) the following three (3) courses: 1) S.37°33'50"W., 3707.50 feet to a point of curvature; 2) Southwesterly, 208.79 feet along the arc of a curve to the right having a radius of 5696.58 feet and a central angle of 02°06'00" (chord bearing S.38°36'50"W., 208.78 feet) to a point of tangency; 3) S.39°39'50"W., 1117.41 feet to the most Northeasterly corner of a parcel of land deeded by Lykes Pasco, Inc. to Lennar Homes, Inc. as recorded in O.R. Book 4833, Page 1876, Public Records of Pasco County, Florida; thence along the Northerly boundary of said Lennar Homes parcel the following six (6) courses: 1) N.50°20'19"W., 598.06 feet; 2) S.61°17'35"W., 1242.94 feet; 3) N.01°13'33"E., 2192.38 feet; 4) S.79°28'00"W., 1158.22 feet; 5) S.01°13'31"W., 378.33 feet; 6) S.79°27'40"W., 2035.85 feet to a point on the Easterly boundary of Lot 2, WILLIAMS DOUBLE BRANCH ESTATES as recorded in Plat Book 12, Pages 106 through 112, inclusive, Public Records of Pasco County, Florida; thence N.00°08'32"E., 286.32 feet along the East boundary of Lots 1 and 2 of said said WILLIAMS DOUBLE BRANCH ESTATES to the Northeast corner of said Lot 1; thence S.89°57'31"W., 11.98 feet along the North boundary of said Lot 1 to the West boundary of property as recorded in O.R. Book 1005, Page 1423, Public Records of Pasco County, Florida; thence N.00°29'05"W., 4420.36 feet along the West boundary of property as recorded in O.R. Book 1005, Page 1423 and O.R. Book 1582, Page 851, Public Records of Pasco County, Florida to the Southerly maintained right-of-way line of the aforesaid Elam Road; thence along said Southerly right-of-way line, N.77°05'11"E., 673.64 feet to the POINT OF BEGINNING.

EXHIBIT B

DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT

PROPORTIONATE-SHARE TABLE

EXHIBIT B

Proportionate Share Calculation_Epperson Ranch Phase I&II Cumulative
(Revised October 11, 2007)

Roadway Segment	Improvement	Cost	Before	After	Max SV Increase	Project Traffic ⁵	Project Traffic as % of Increased Capacity	Proportionate Share
I-75 (SR 56 to SR 54) NB	2LF to 4LF	\$34,011,738	2890	6030	3140	311	9.90%	\$3,368,679
I-75 (SR 56 to SR 54) SB	2LF to 4LF	\$33,220,836	2890	6030	3140	225	7.17%	\$2,380,474
Curley Road (SR 54 to Old Curley Road) ^{1 2}	New 4 LD ³	\$27,172,658	1300	4230	2930	2254	76.93%	\$20,903,471
Curley Road (Old Curley Rd to 0.3 miles north of Overpass Rd)	New 4 LD ⁴	\$30,593,718	1300	2810	1510	2254	100.00%	\$30,593,718
**Total Segment Length of 3.04 Miles								
Total Links								\$57,246,342
Total Intersections								\$17,991,039
Grand Total								\$75,237,381

¹ See cost breakdown on Curley_Cost spreadsheet

INTERSECTION IMPROVEMENT PROPORTIONATE SHARE
Epperson Ranch
(Revised October 11, 2007 Using August 2007 FDOT Cost Tables)

Intersection	Required Improvement	Cost	Project Traffic as % of Increased Capacity ¹	Proportionate Share
Phase I Only (2010)				
Curley Road at SR 54	EB Left (second) with receiving lane	\$ 3,779,035	24.75%	\$ 935,246
	SB Right (second)	\$ 711,718	24.75%	\$ 176,138
	WB Right	\$ 711,718	24.75%	\$ 176,138
Curley Road at Wells Road	NB Left (second) with receiving lane	\$ 3,779,035	77.96%	\$ 2,946,055
	Signalization ²	\$ 490,214	77.96%	\$ 382,160
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	Signalization ³	\$ 490,214		\$ -
Curley Road at Prospect Road	Signalization ³	\$ 400,120	80.19%	\$ 320,851
SR 52 at Curley Road	NB Left	\$ 645,366	10.51%	\$ 67,851
	Signalization ³	\$ 400,120	10.51%	\$ 42,067
SR 54 at SR 581	NB Left (third) ⁴	\$ 322,683	17.40%	\$ 56,146
	NB Right (second)	\$ 711,718	17.40%	\$ 123,837
	EB through (fourth) 0.4 long	\$ 5,013,871	17.40%	\$ 872,401
SR 54 at Boyette Road	Signalization	\$ 568,556	68.01%	\$ 386,675
PHASE I TOTAL				\$ 6,485,566
Phase I&II Cumulative (2015)				
Curley Road at SR 54	EB Left (second) ⁵	\$ 645,366	39.99%	\$ 258,082
	2 SB Right (second and third)	\$ 711,718	39.99%	\$ 284,616
	WB Right	\$ 711,718	39.99%	\$ 284,616
Curley Road at Tyndall Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Left	\$ 645,366		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Wells Road	NB Left (second) with receiving lane ⁶	\$ 3,133,669	100.00%	\$ 3,133,669
	Signalization ³	\$ 490,214	100.00%	\$ 490,214
Curley Road at Elam Road	NB Left	\$ 645,366		\$ -
	SB Right	\$ 711,718		\$ -
	EB Right	\$ 711,718		\$ -
	Signalization ³	\$ 400,120		\$ -
Curley Road at Overpass Road	NB Left ⁷	\$ -		\$ -
	SB Right ⁷	\$ -		\$ -
	Signalization ³	\$ 490,214		\$ -
Curley Road at Prospect Road	WB Left	\$ 322,683	100.00%	\$ 322,683
	NB Left	\$ 645,366	100.00%	\$ 645,366
	Signalization ³	\$ 400,120	100.00%	\$ 400,120
SR 52 at Curley Road	NB Left	\$ 645,366	29.31%	\$ 189,157
	EB Right	\$ 711,718	29.31%	\$ 208,605
	Signalization ³	\$ 400,120	29.31%	\$ 117,275
SR 54 at I-75 N Ramps ⁷			100.00%	\$ -
SR 54 at SR 581	Overpass	\$ 23,440,904	26.65%	\$ 6,247,001
	NB Right (second)	\$ 711,718	26.70%	\$ 190,029
SR 54 at Boyette Road	EB Left (second) with receiving lane	\$ 3,779,035	100.00%	\$ 3,779,035
	Signalization	\$ 568,556	100.00%	\$ 568,556
Boyette Road at Wells Road	NB Right	\$ 711,718	34.58%	\$ 246,112
	Signalization ³	\$ 400,120	34.58%	\$ 138,361
Morris Bridge Road at Chancey Road	SB Left	\$ 645,366	5.36%	\$ 34,592
	Signalization ³	\$ 400,120	5.36%	\$ 21,446
Prospect Road at Clinton Ave	NB Right	\$ 711,718	38.81%	\$ 276,218
	Signalization ³	\$ 400,120	38.81%	\$ 155,287
PHASES I & II TOTAL				\$ 17,991,039

¹ Project Traffic as a percentage of Increased Service Volume (for Phase I & II - difference between the E+C and the Phase II w/imp)
² Cost of the receiving lane is included in the Curley Road mainline improvement
³ Cost of turn lane included in cost of Curley Road mainline improvement
⁴ ROW not included in the cost
⁵ Cost of the NB turn lane is included in the Curley Road mainline improvement
⁶ The cost of one SB right turn lane is included in the Curley Road mainline improvement
⁷ Improvements (NB Right and NB Left) are included in the I-75 link improvements
⁸ Signalization cost revised to reflect the FDOT August 2007 Cost Tables; Costs may vary based on the mast arms required
Notes
FDOT August 2007 Specific Costs were used for all calculations, unless project-specific costs were available

Project Impact at Intersections

Road/Intersection	Time Period	Before	After	Increase	Project Traffic	Project Impact	Project Impact Adj
Phase I							
Curley Road at SR 54	AM	6797	8684	1887	467	24.75%	24.75%
Curley Road at Wells Road	AM	517	1134	617	481	77.96%	77.96%
Curley Road at Elam Road	AM	277	751	474	388	81.86%	81.86%
Curley Road at Overpass Road					652	100.00%	100.00%
Curley Road at Prospect Road	PM	366	578	212	170	80.19%	80.19%
SR 52 at Curley Road	PM	0	1246	1246	131	10.51%	10.51%
SR 54 at SR 581	PM	7391	8937	1546	269	17.40%	17.40%
SR 54 at Boyette Road	PM	378	775	397	270	68.01%	68.01%

Phase I&II (Cumulative)

Curley Road at SR 54	AM	6797	9898	3101	1240	39.99%	39.99%
Curley Road at Tyndall Road	AM	216	833	617	664	107.62%	100.00%
Curley Road at Wells Road	AM	517	959	442	1405	317.87%	100.00%
Curley Road at Elam Road	AM	277	470	193	1289	667.88%	100.00%
Curley Road at Overpass Road						100.00%	100.00%
Curley Road at Prospect Road	PM	366	877	511	580	113.50%	100.00%
SR 52 at Curley Road	PM	0	1252	1252	367	29.31%	29.31%
SR 54 at I-75 N Ramps	PM	7270	7796	526	595	113.12%	100.00%
SR 54 at SR 581	PM	7391	11173	3782	1008	26.65%	26.65%
SR 54 at Boyette Road	AM	343	565	222	842	379.28%	100.00%
Boyette Road at Wells Road	AM	161	641	480	166	34.58%	34.58%
Morris Bridge Road at Chancey Road	PM	317	2014	1697	91	5.36%	5.36%
Prospect Road at Clinton Ave	PM	610	1012	402	156	38.81%	38.81%

Signal Costs based on FDOT August 2007 Cost Tables

2-lane mast arm

Total Project Cost = \$400,120

4-lane mast arm

Total Project Cost = \$490,214

6-lane mast arm

Total Project Cost = \$568,556

Curley Road (S.R. 54 to N. of Overpass Road) Revised Proportionate Share Calculation

NEW (Revised using August 2007 FDOT District 7 Costs)

From	To	Segment Length	Project Cost per Segment	Less Int Impr at Overpass	Total Project Cost Per Segment
SR 54	Old Curley Road	1.40	\$27,172,658		\$27,172,658
Old Curley Road	0.3 miles north of Overpass Rd	1.64	\$31,950,802	-\$1,357,084	\$30,593,718

Subtotal:

Curley Road at Overpass Road Intersection Costs	
Delete NB Left	\$ (645,366)
Delete SB Right	\$ (711,718)
Change	\$ (1,357,084)

NOTE: Revised based on Total project cost of \$59,123,460 from County CIP #4060

Date: 10/11/07
S:\DevSvcs Documents\Growth Mgt\DR\IEpperson Ranch DR\112-4 BCC\DA\Copy of Copy of Exhibit B Prop Share Page 5.XLS\Curley_Cost

REVISED - CR 54/SR 54 at SR 581 Overpass

Item	Const Less Scope Contingency	Amount	Unit	Unit Cost	Cost	Design and CEI	R/W*	Total	Length (Mile)	Cost
4-lane road	\$16,022,427				\$20,028,033	\$6,008,410	\$22,526,912	\$48,563,355	0.37	\$17,968,441
Signing and Signalization		58,500	SF	\$35	\$340,113	\$614,250		\$340,113		\$340,113
Retaining Wall		3,900	LF	\$80	\$2,047,500	\$93,600		\$2,661,750		\$2,661,750
Retaining Wall Cap					\$312,000	\$45,000		\$405,600		\$405,600
Lighting					\$150,000			\$195,000		\$195,000
Bridge Overpass		11,000	SF	\$170	\$1,870,000			\$1,870,000		\$1,870,000
TOTAL:										\$23,440,904

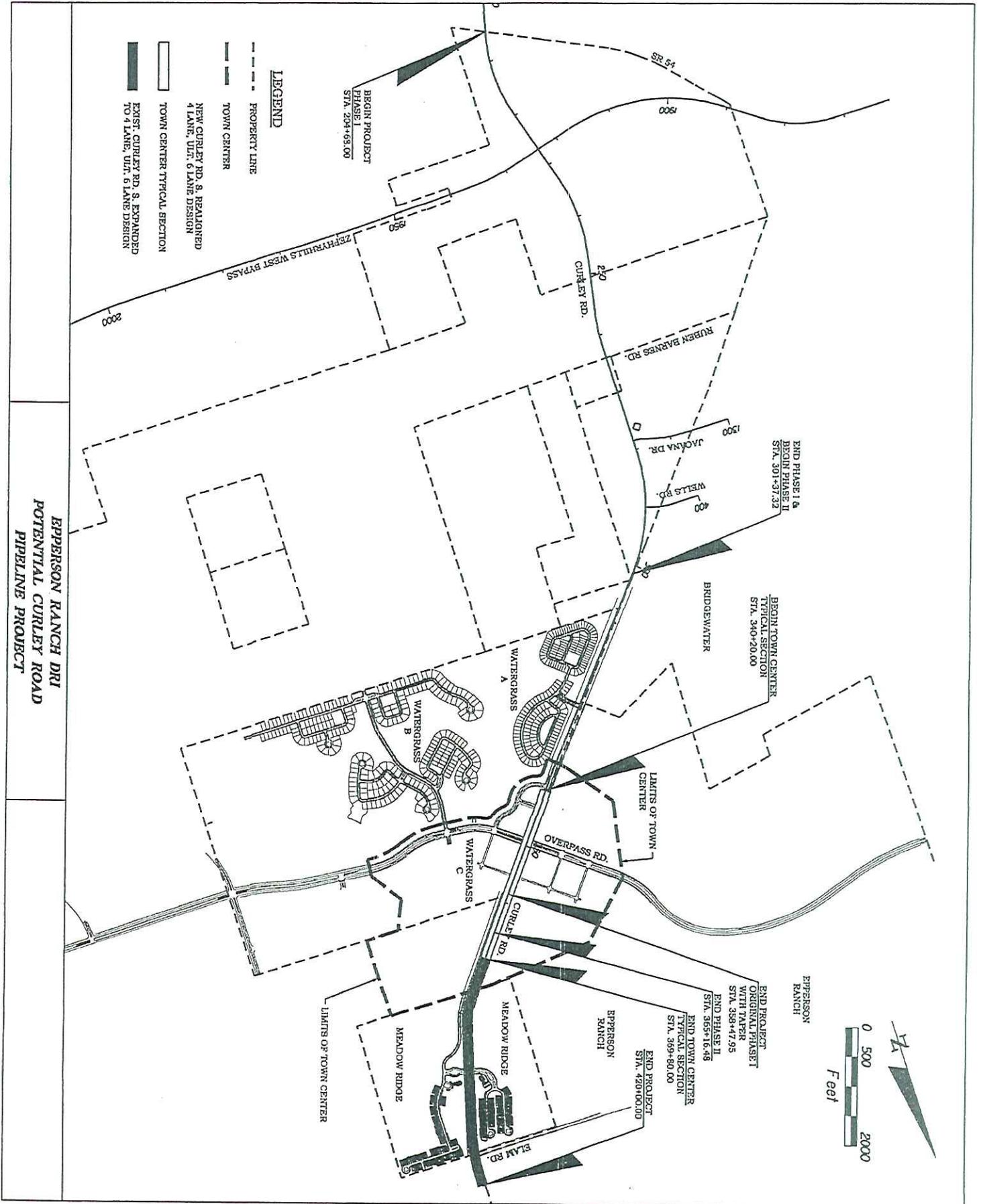
Note: Updated based on August 2007 FDOT District 7 Costs

*R/W Calculated at 120% of "Const Less Scope Contingency" plus \$3.3 million Design and CEI is 30% of Cost
All other unit and lighting costs estimated by URS Cost Estimators

EXHIBIT C

DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT

CURLEY ROAD PIPELINE PROJECT



LOC COST CALCULATIONS	Miles	%	Cost	LOC
Phase 1 segment length	1.831	60%	\$ 31,027,099	\$ 38,783,873
Phase 2 segment length	1.208	40%	\$ 20,470,090	\$ 25,587,613
Total	3.04	100%	\$ 51,497,189	

EXHIBIT D

DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT

ELAM ROAD

- Legend**
-  Epperson Ranch
 -  Residential
 -  Town Center
(Commercial/Office/Residential/Hotel)
 -  Elementary School
 -  King Lake & Wetlands
 -  Eagle Nest
 -  Recreation Dock/Park Area
 -  Existing/Proposed Roadways
 -  Elam Road 142' ROW provided by development
 -  Elam Road 71' ROW provided by development
 -  Project Access Points
 -  Category I Wetland Roadway Crossings
 -  Western most point of development



Note:
This map illustrates the general location of development components. Regulatory approvals will determine exact roadway alignments, wetland locations, docks, town center and school site configurations. Specific details will be shown on County MPUD plans, final plats and construction plans. Offsite roads are shown for informational purposes only.

August 2007

Exhibit D

LENNAR

A Development of Regional Impact
By:

Epperson Ranch Pasco County, Florida

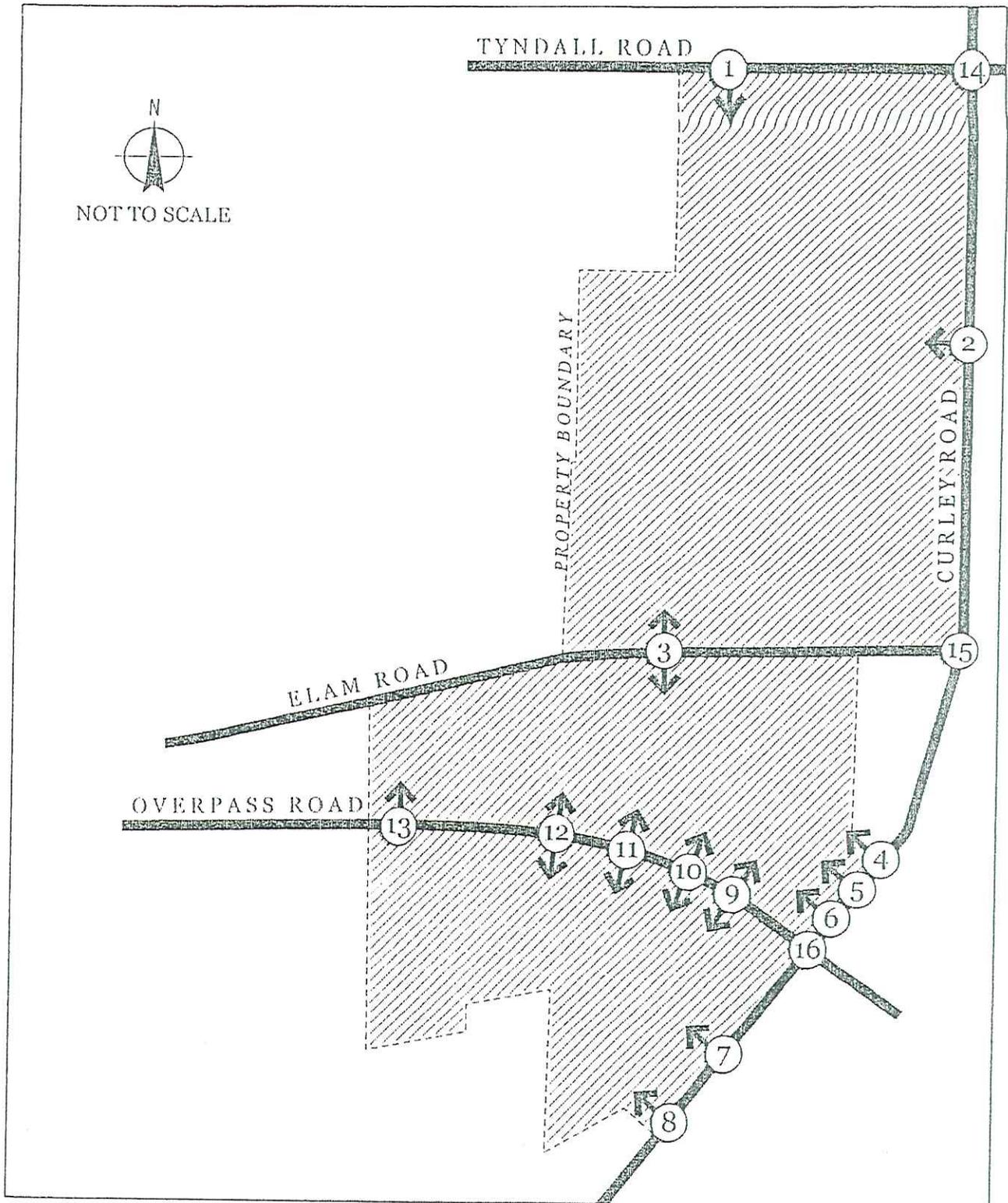
Consultant Team

Biological Research Associates <i>Environmental</i>	Heidt & Associates, Inc. <i>Planning</i>
Figurski & Harrill <i>Legal</i>	<i>Engineering</i>
Fishkind & Associates, Inc. <i>Economics</i>	<i>Environmental</i>
Florida Design Consultants, Inc. <i>Transportation</i>	Nodarse & Associates, Inc. <i>Geotechnical</i>
	Southeastern Archaeological Research, Inc. <i>Archaeological</i>

EXHIBIT E

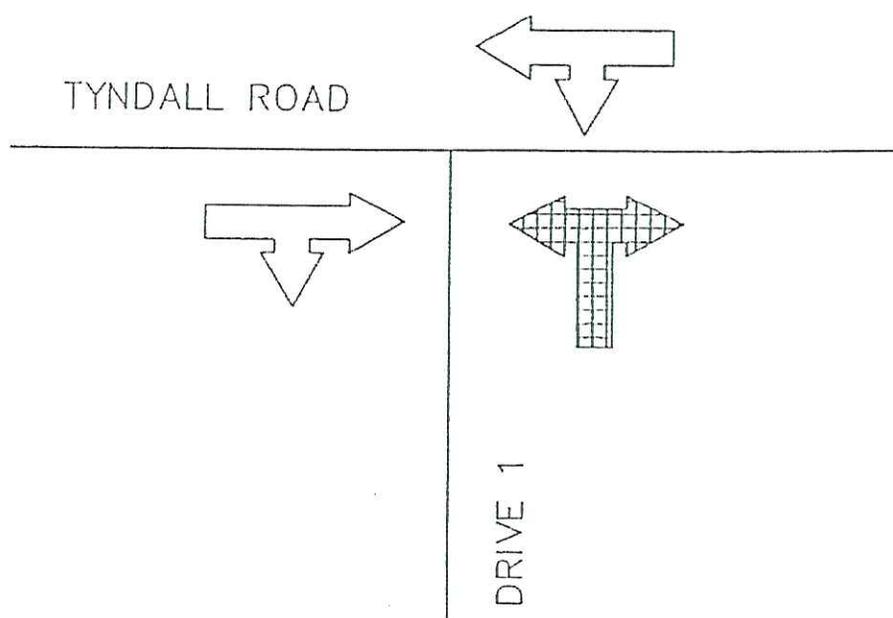
DRI NO. 258 - EPPERSON RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT
SITE-RELATED INTERSECTION IMPROVEMENTS

EXHIBIT 11



F
I
C
FLORIDA DESIGN CONSULTANTS, INC.
PLAN - EPPERSON RANCH TRANSPORTATION INTERSECTION LOCATIONS, FIG. 1 A1

EPPERSON RANCH
Intersection Locations Map
Figure 1



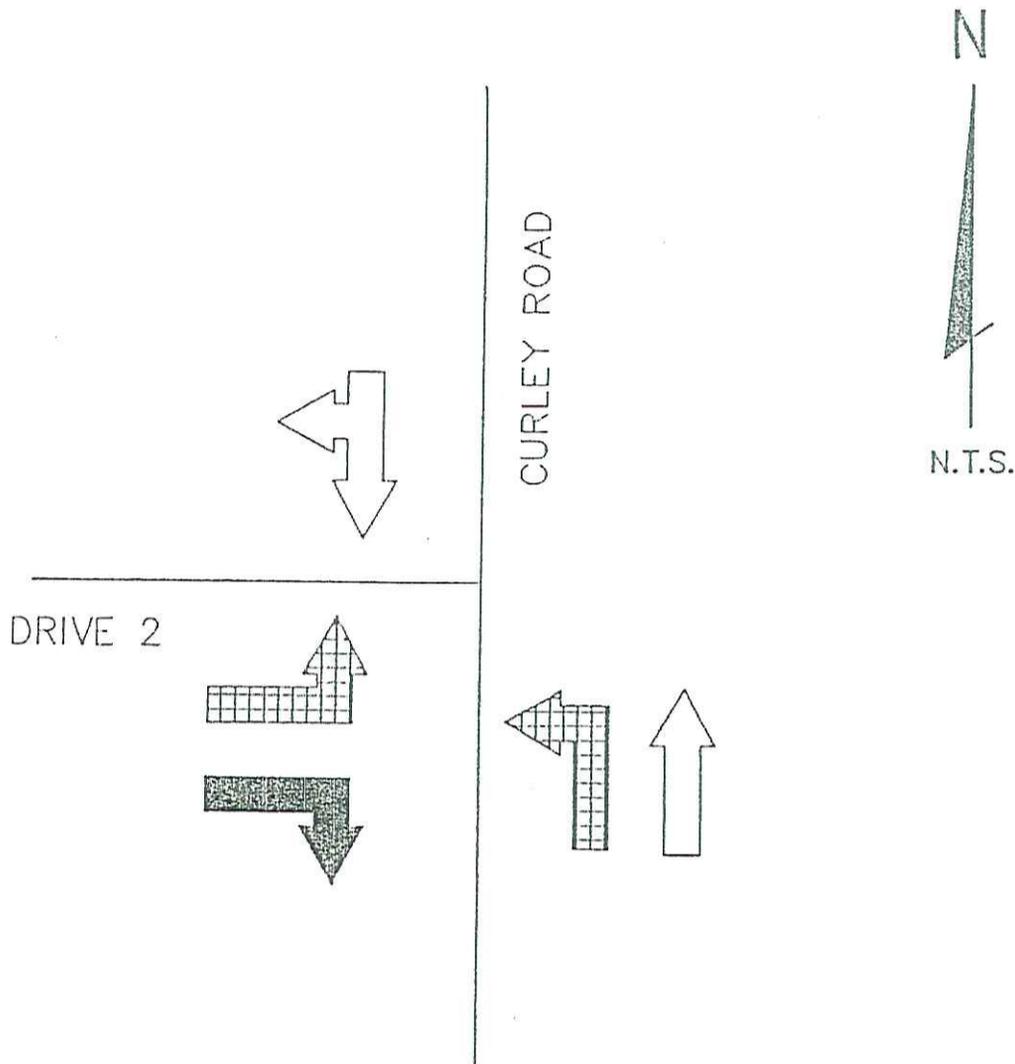
LEGEND

- EXISTING LANE GEOMETRY
- PHASE ONE IMPROVEMENT
- PHASE TWO IMPROVEMENT

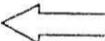
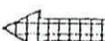
I:\M37\Intersection Figures\Intersection 1.dwg - May 26, 2006 6:11:08am - svd\dfs

<p>DESCRIPTION: INTERSECTION # 1 (SEE FIGURE 1)</p> <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	PROJECT No. 137	EPN.
	DATE. 5-26-06	FIGURE. 2
DRAWN BY. SMV		

© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

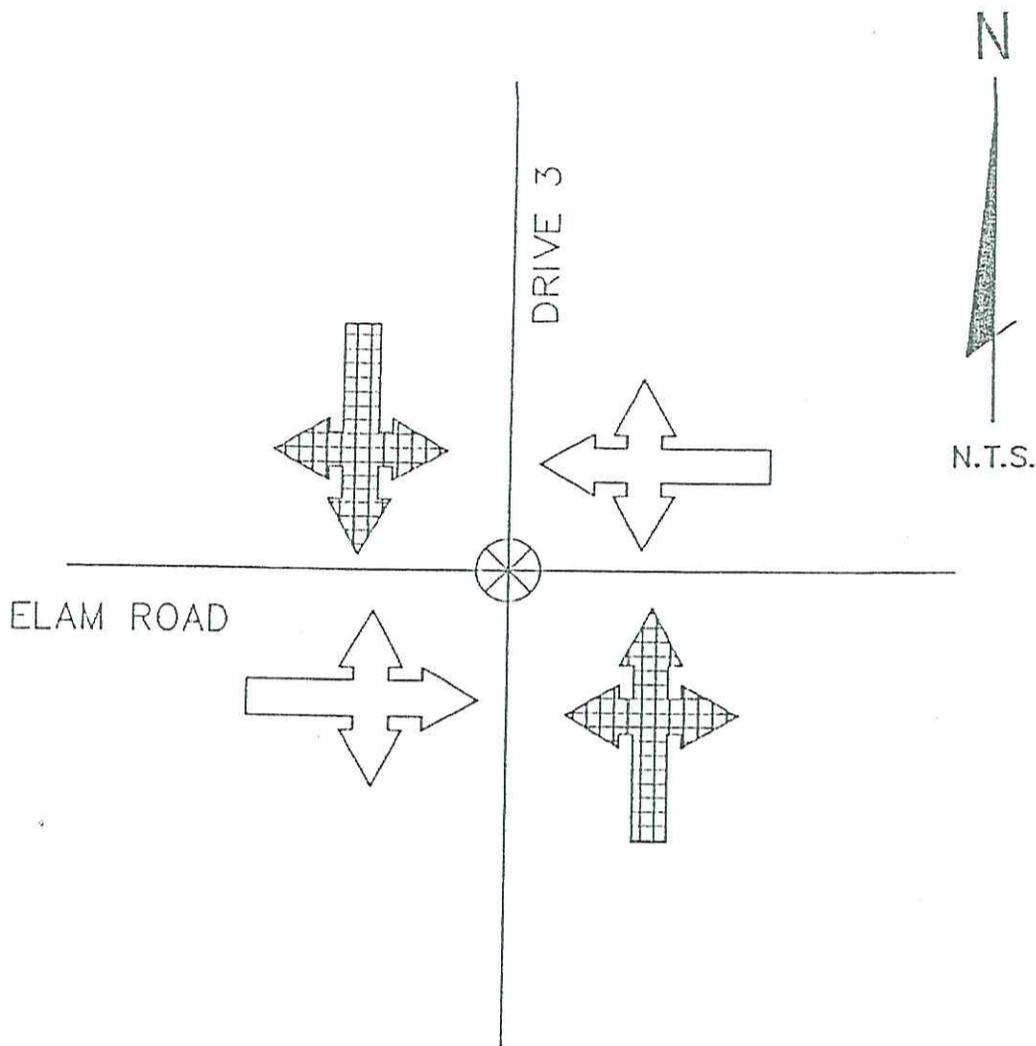


LEGEND

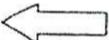
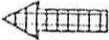
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 2.dwg - May 25, 2006 11:10am - svidal/s

 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DESCRIPTION.	INTERSECTION # 2 (SEE FIGURE 1)	PROJECT No. 137	EPN.
			DATE. 5-26-06	FIGURE. 3
			DRAWN BY. SMV	

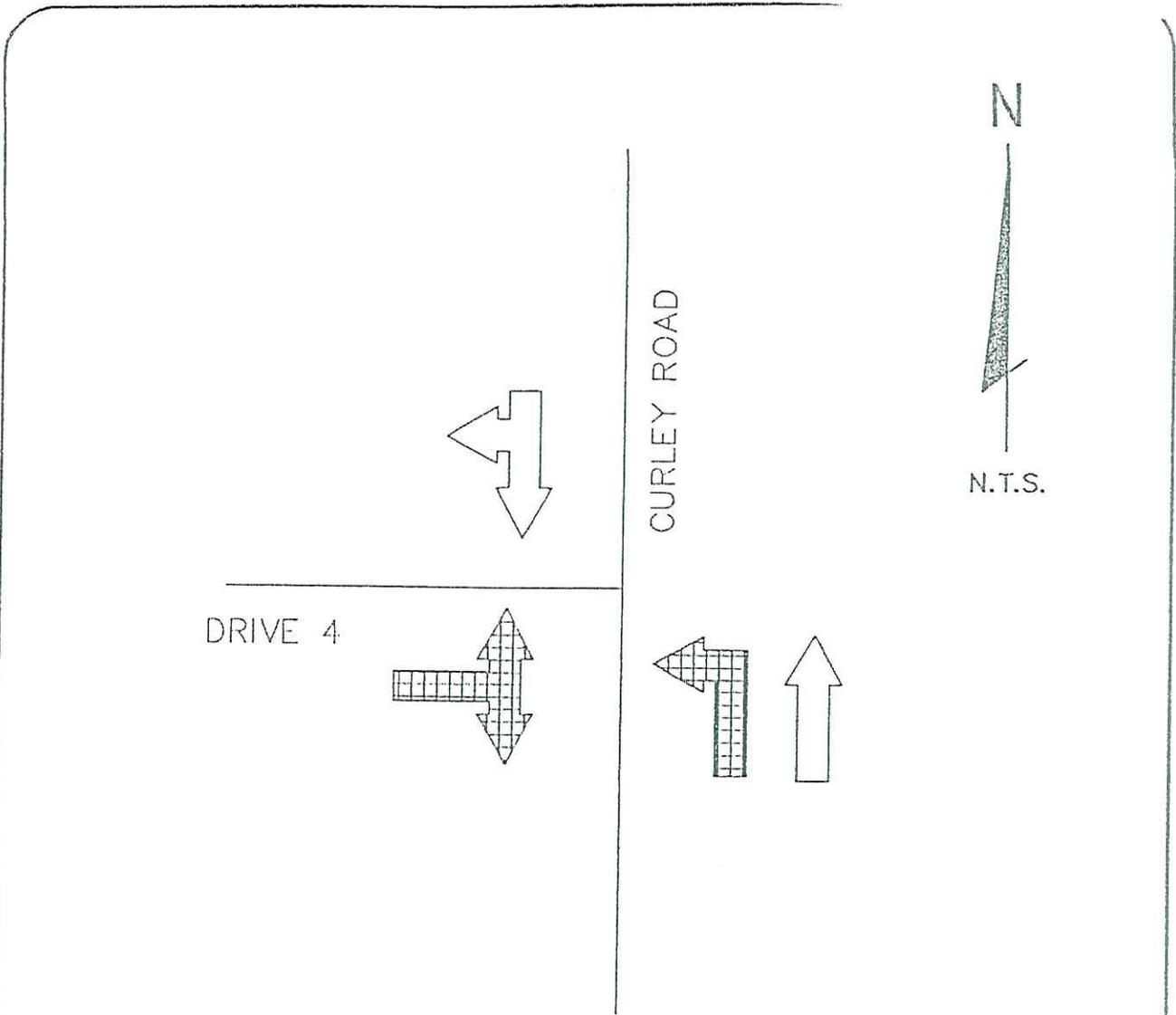


LEGEND

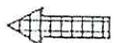
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

T:\137\Intersection Figures\Intersection 3.dwg - May 26, 2006 @ 11:13am - avidollis

<p>DESCRIPTION: INTERSECTION # 3 (SEE FIGURE 1)</p>  <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7568 - Fax. (727) 848-3648</p>	PROJECT No. 137	EPH.
	DATE. 5-25-06	FIGURE. 4
	DRAWN BY. SMV	

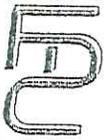


LEGEND

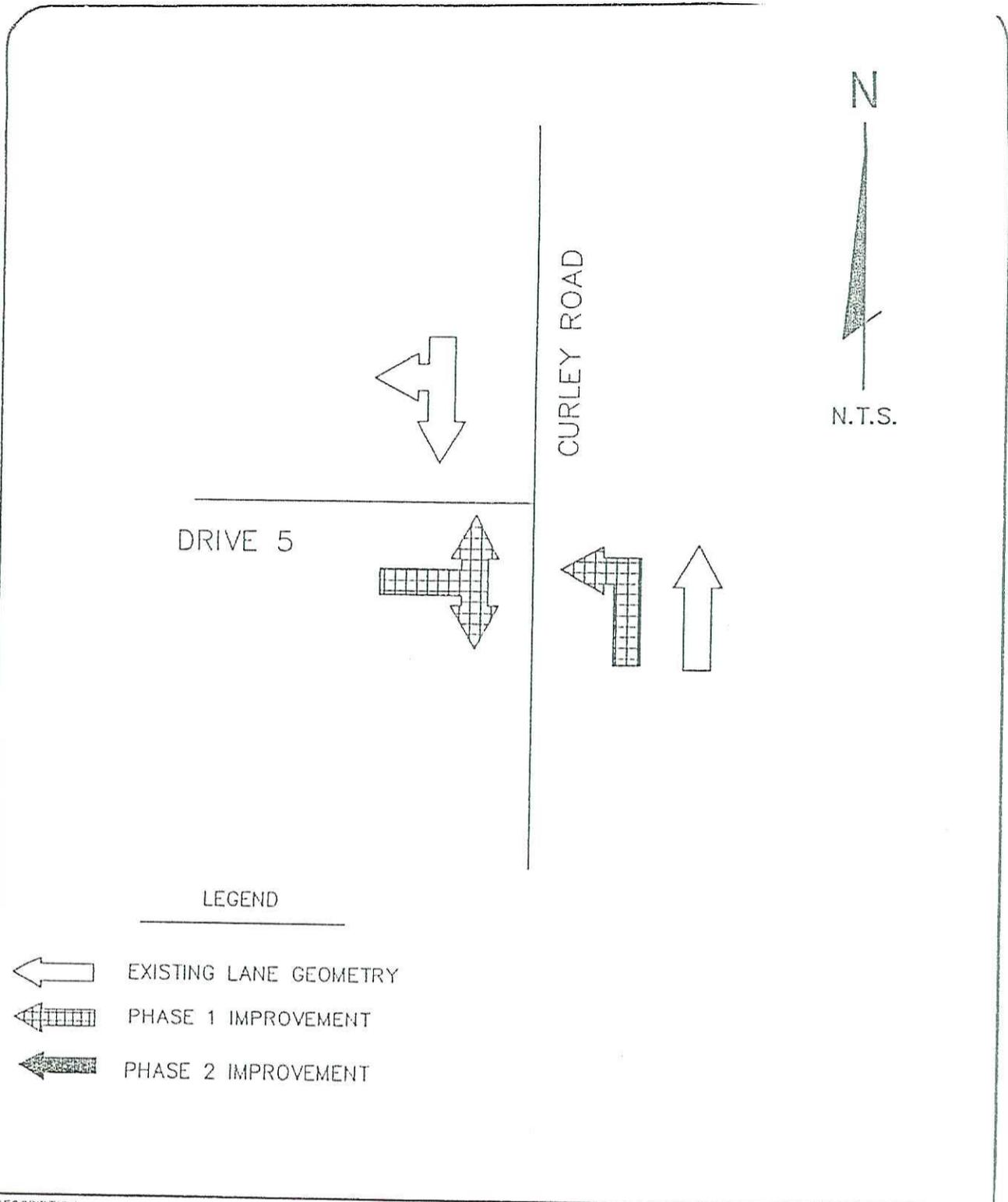
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 4.dwg - May 31, 2006 9:55am - svd\dlb

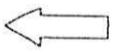
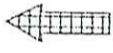
DESCRIPTION: INTERSECTION # 4 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	DATE: 5-31-06	FIGURE: 5
DRAWN BY: SMV		



FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel. (727) 849-7588 - Fax. (727) 848-3648

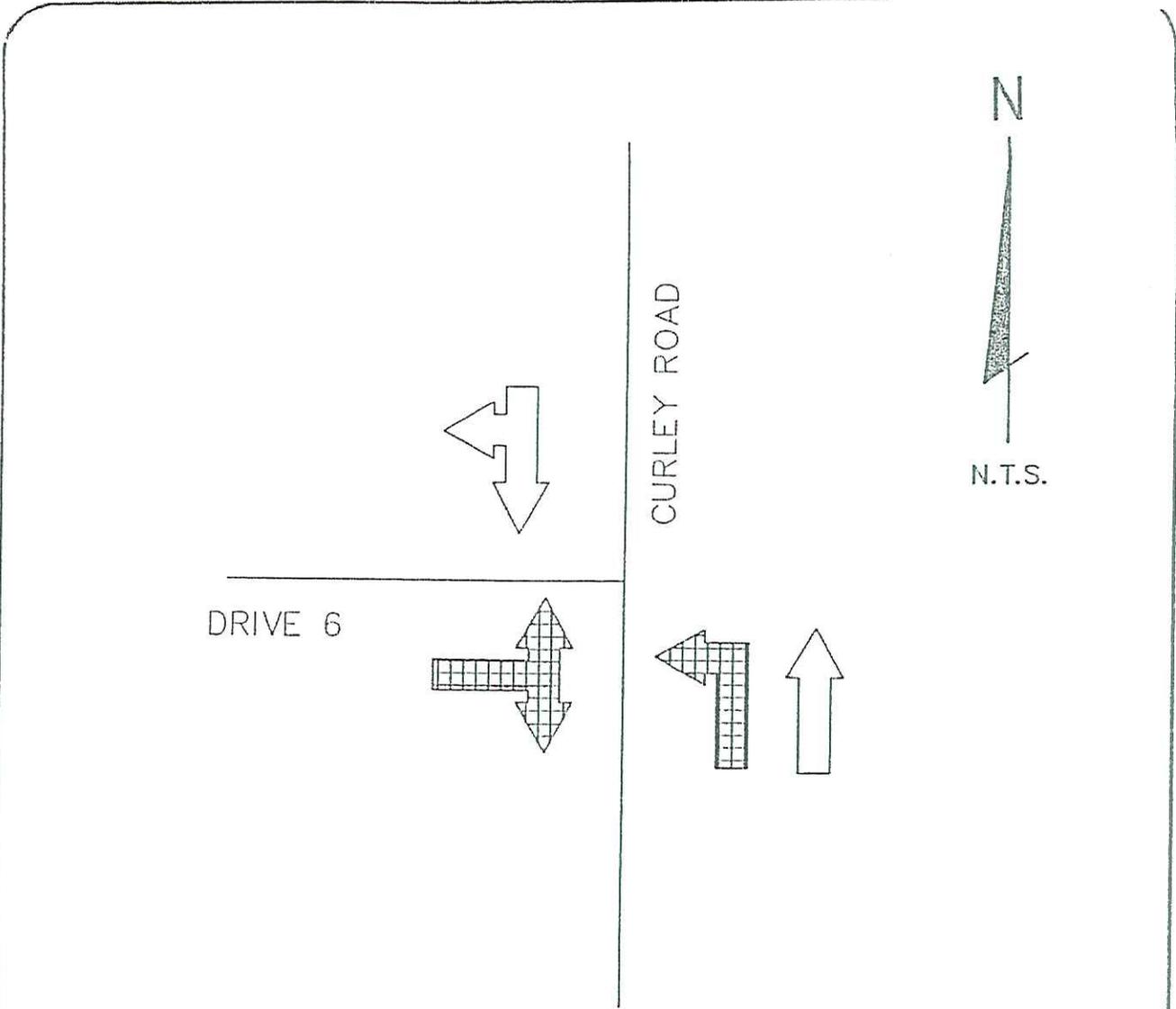


LEGEND

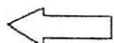
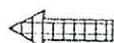
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 5.dwg - May 31, 2006 9:56am - syidells

DESCRIPTION:  FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7585 - Fax. (727) 848-3648	INTERSECTION # 5 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE. 5-31-06	FIGURE. 6
		DRAWN BY. SMV	

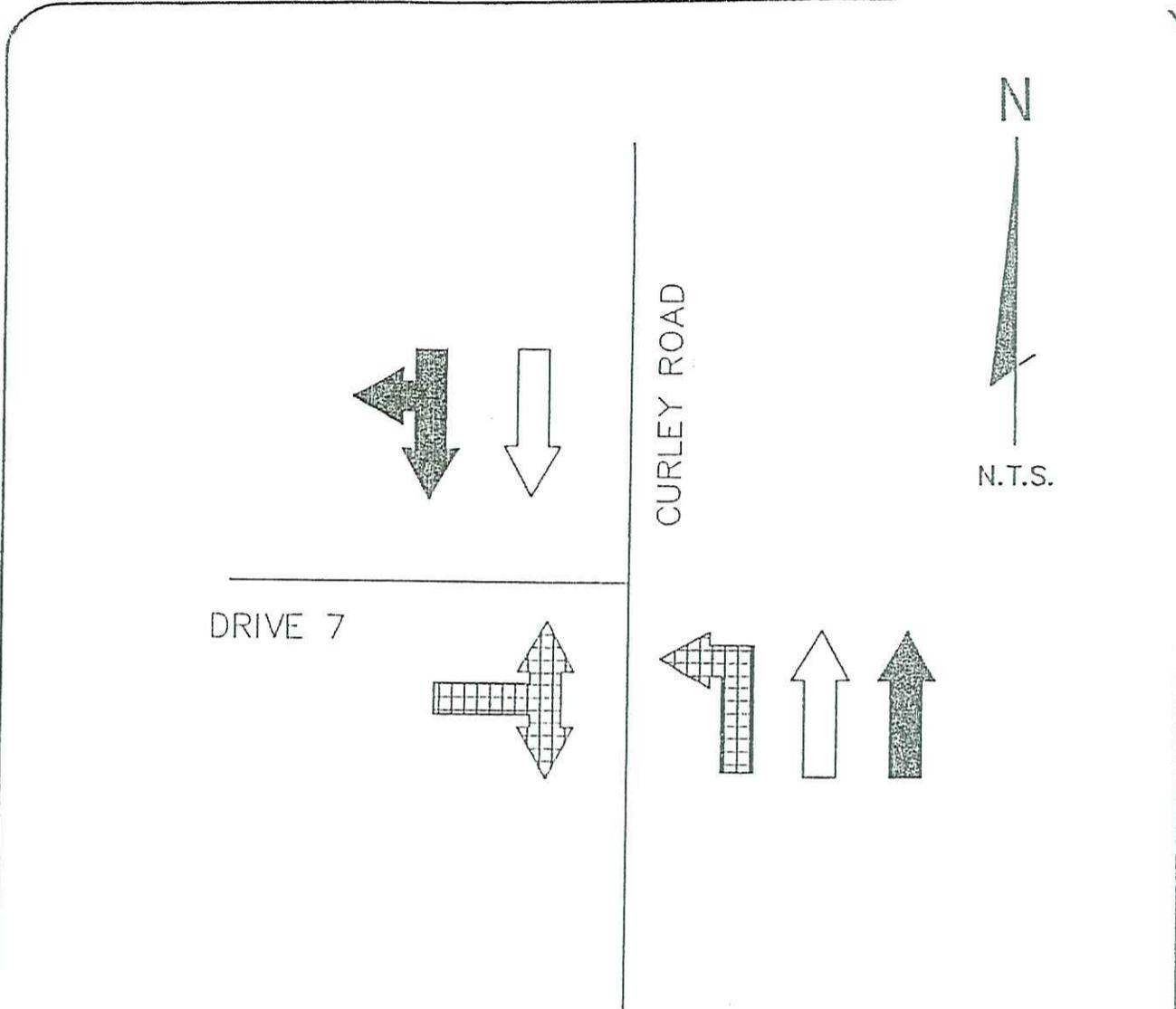


LEGEND

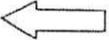
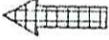
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 6.dwg - May 31, 2006 9:58am - svd01b

 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DESCRIPTION: INTERSECTION # 6 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE: 5-31-06	FIGURE: 7
		DRAWN BY: SMV	

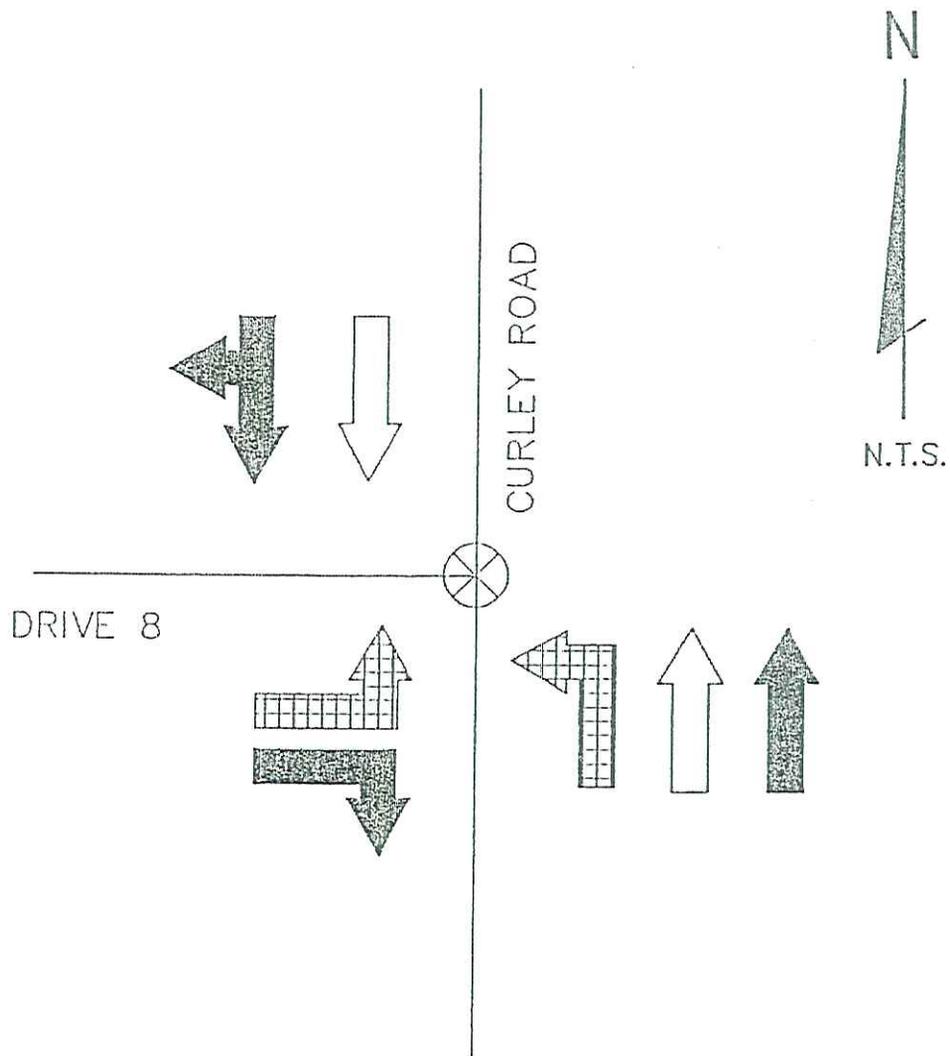


LEGEND

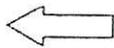
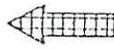
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 7.dwg - May 31, 2006 @ 9:59am - aiddalis

DESCRIPTION. INTERSECTION # 7 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648</p>	DATE. 5-31-06	FIGURE.
	DRAWN BY. SMV	8

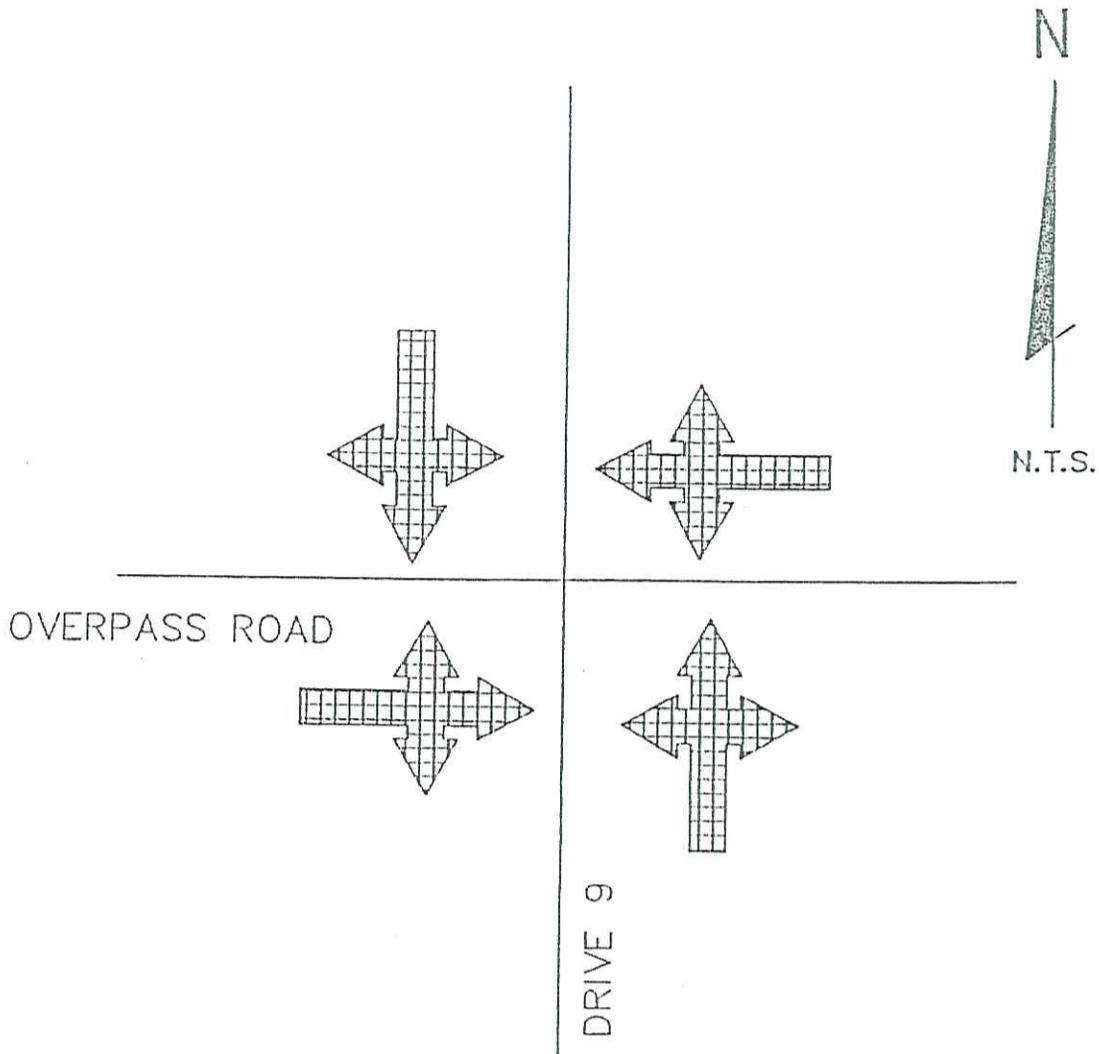


LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

T:\137\Intersection Figures\Intersection 8.dwg - May 26, 2006 11:26am - swidish

DESCRIPTION: INTERSECTION # 8 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 649-7588 - Fax. (727) 648-3648	DATE: 5-26-06	FIGURE: 9
	DRAWN BY: SMV	



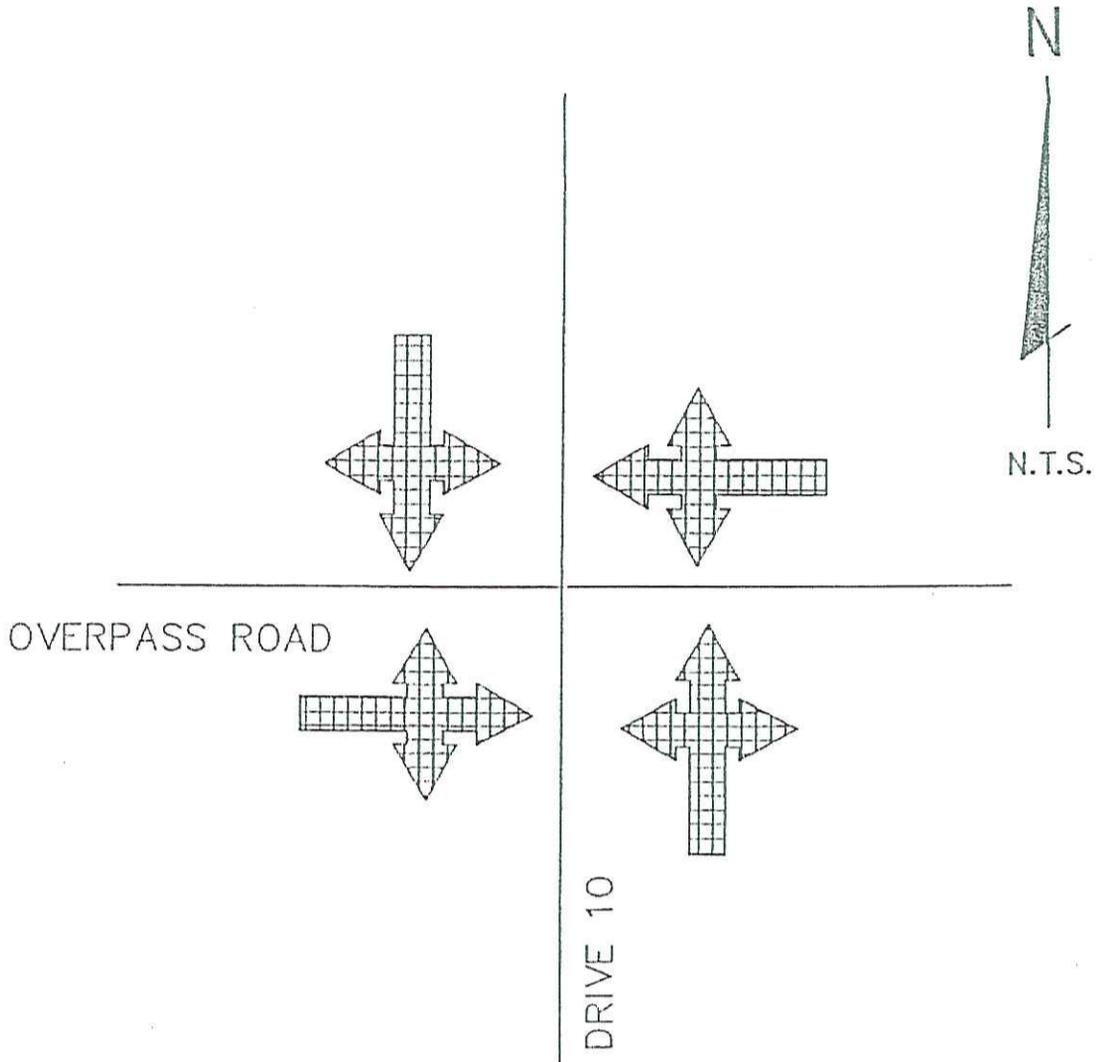
LEGEND

- EXISTING LANE GEOMETRY
- PHASE 1 IMPROVEMENT
- PHASE 2 IMPROVEMENT

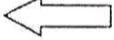
I:\137\Intersection Figures\Intersection 9.dwg - May 25, 2006 @ 11:28am - swwd\fs

DESCRIPTION. INTERSECTION # 9 (SEE FIGURE 1)	PROJECT No. 137	EPN.
	DATE. 5-26-06	FIGURE. 10
	DRAWN BY. SMV	

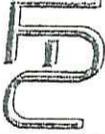
FD **FLORIDA DESIGN CONSULTANTS, INC.**
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
3030 Starkey Blvd, New Port Richey FL 34655
Tel. (727) 649-7588 - Fax. (727) 848-3648



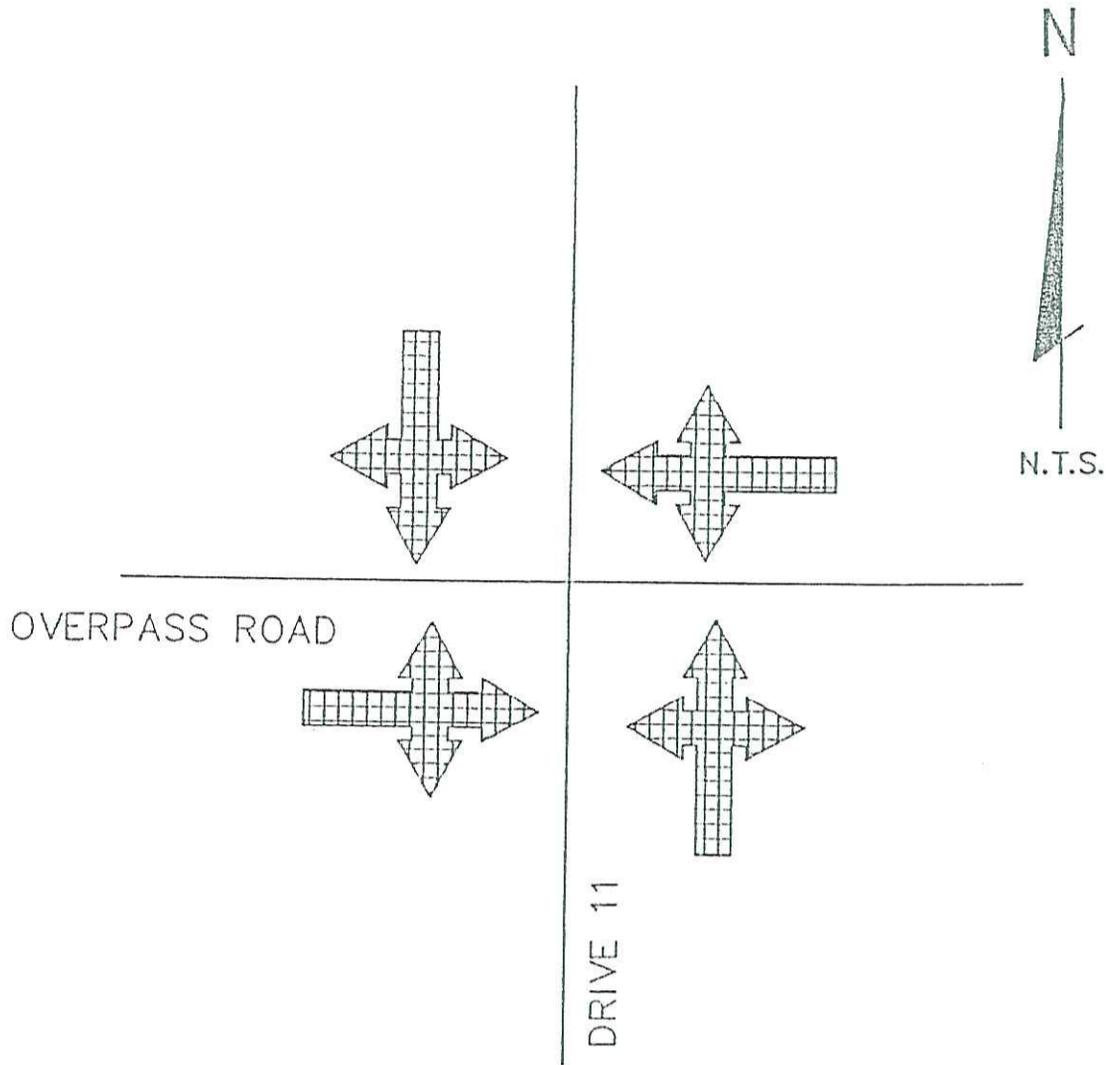
LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

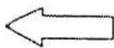
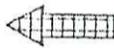
I:\137\Intersection Figures\Intersection 10.dwg -- May 25, 2006 11:31am -- svd\jls

DESCRIPTION: INTERSECTION # 10 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE:
	DRAWN BY: SMV	11

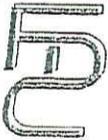
© Copyright 2006 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission.

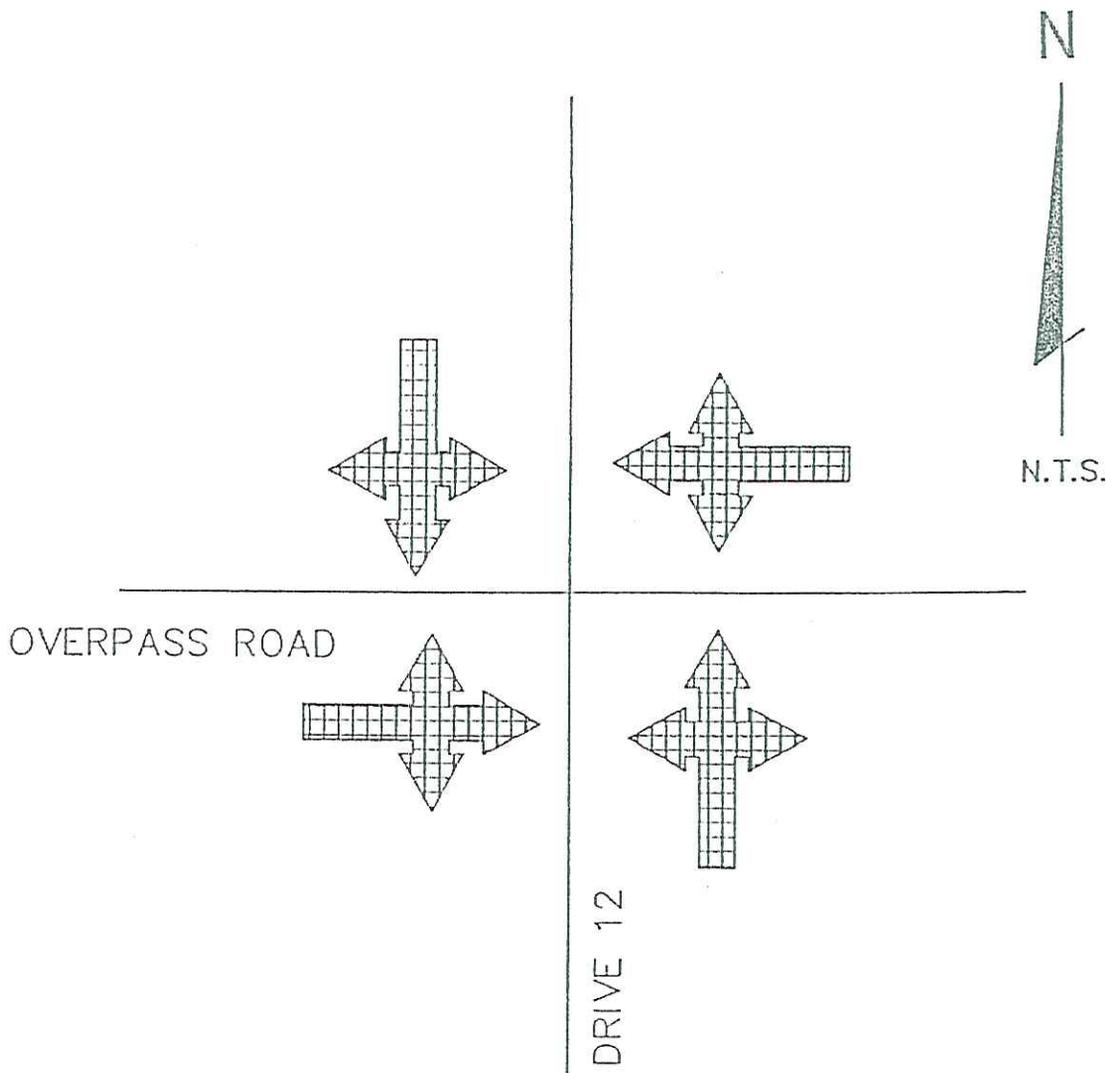


LEGEND

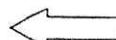
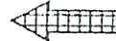
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

I:\137\Intersection Figures\Intersection 11.dwg - May 26, 2006 11:33am - svidals

DESCRIPTION:	INTERSECTION # 11 (SEE FIGURE 1)		PROJECT No. 137	EPN.
	 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE: 12	
			DRAWN BY: SMV	

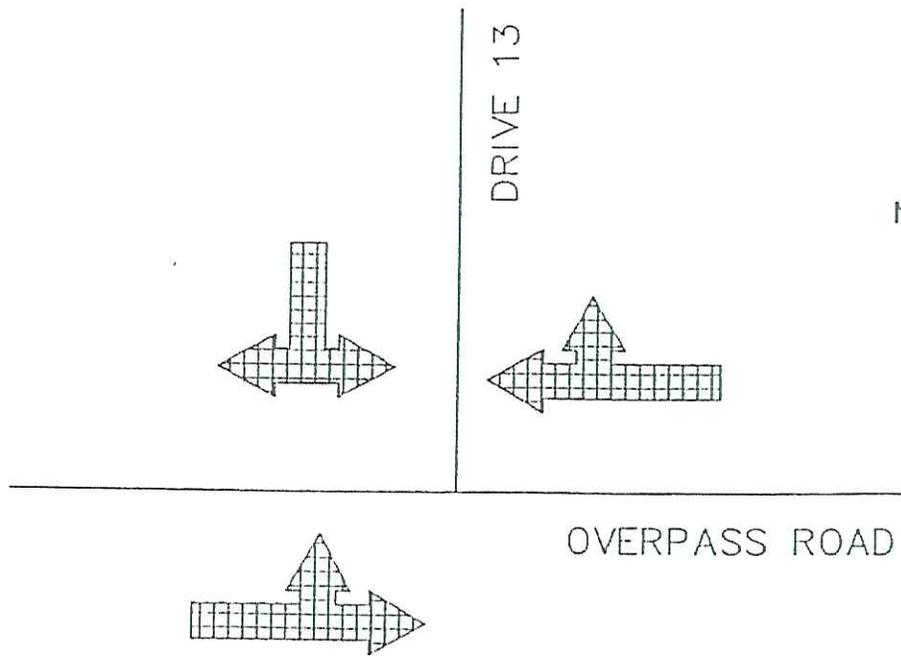


LEGEND

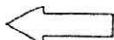
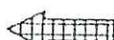
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 12.dwg - May 25, 2006 @ 11:35am - svidols

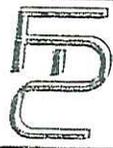
DESCRIPTION: INTERSECTION # 12 (SEE FIGURE 1)	PROJECT No. 137	EPN.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DATE: 5-26-06	FIGURE: 13
	DRAWN BY: SMV	

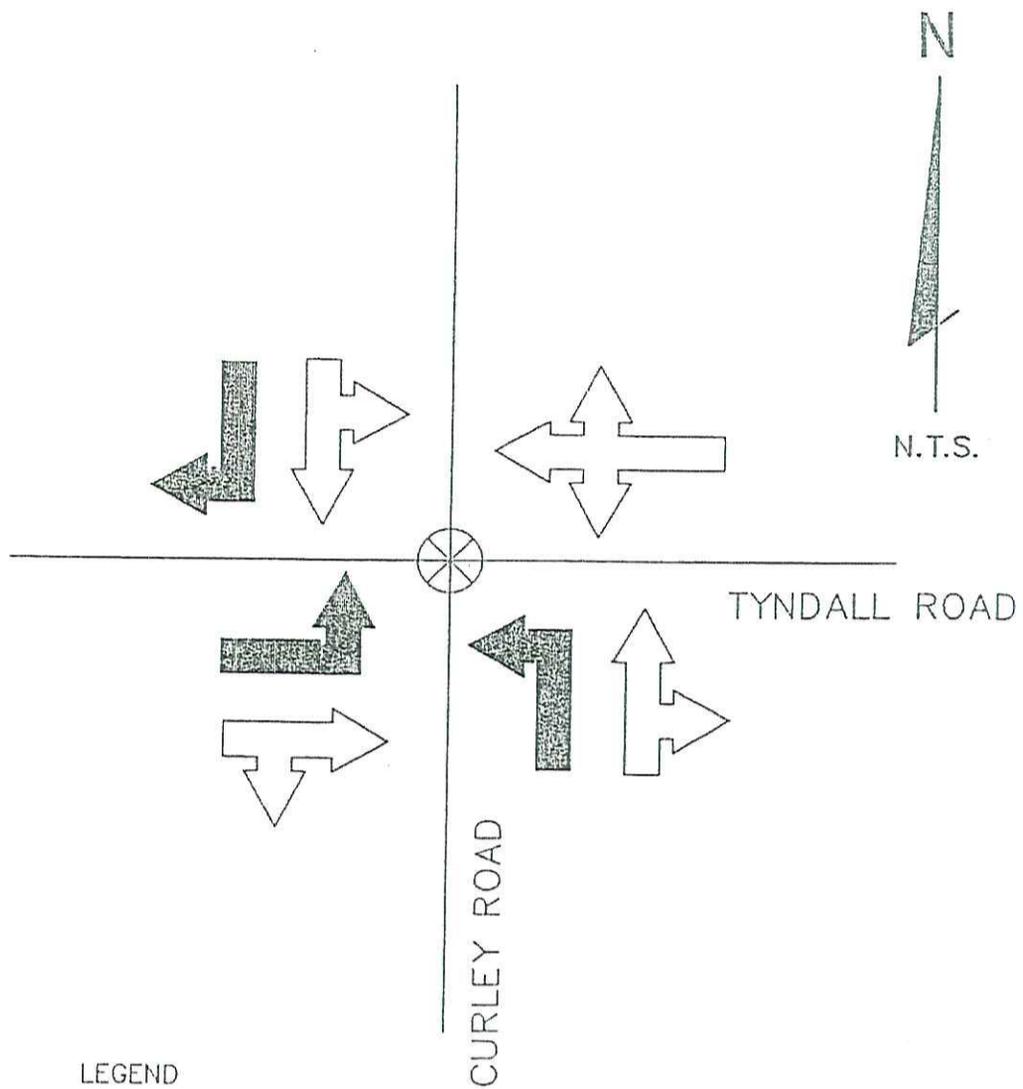


LEGEND

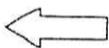
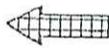
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT

T:\137\Intersection Figures\Intersection 13.dwg - May 26, 2006 11:36am - siddells

DESCRIPTION:	INTERSECTION # 13 (SEE FIGURE 1)		PROJECT No. 137	EPN.
	 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648	DATE: 5-26-06	FIGURE: 14	
DRAWN BY: SMV				

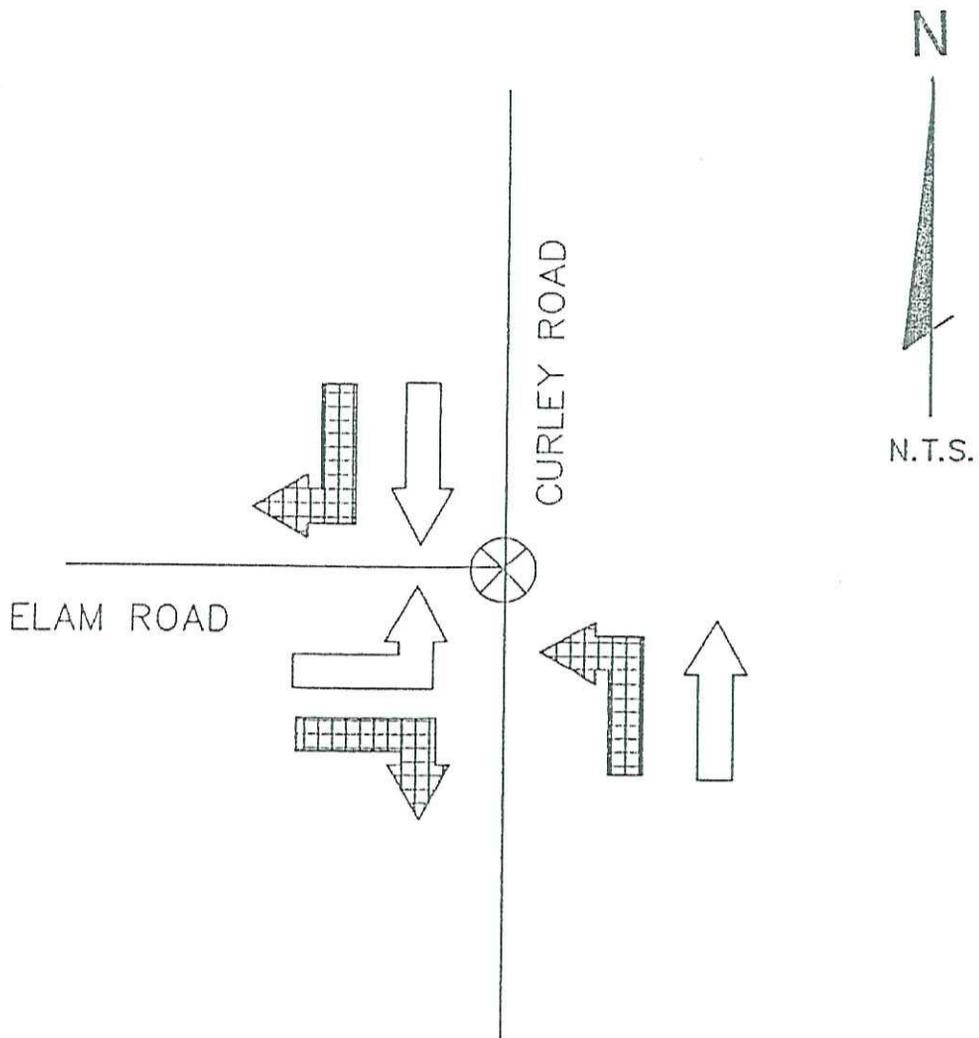


LEGEND

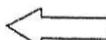
-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 2)

I:\137\Intersection Figures\Intersection 14.dwg - Jun 05, 2006 @ 8:58am - svadaiis

 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648</p>	DESCRIPTION: INTERSECTION # 14 (SEE FIGURE 1)		PROJECT No. 137	EPN.
			DATE: 6-5-06	FIGURE: 15
			DRAWN BY: SMV	

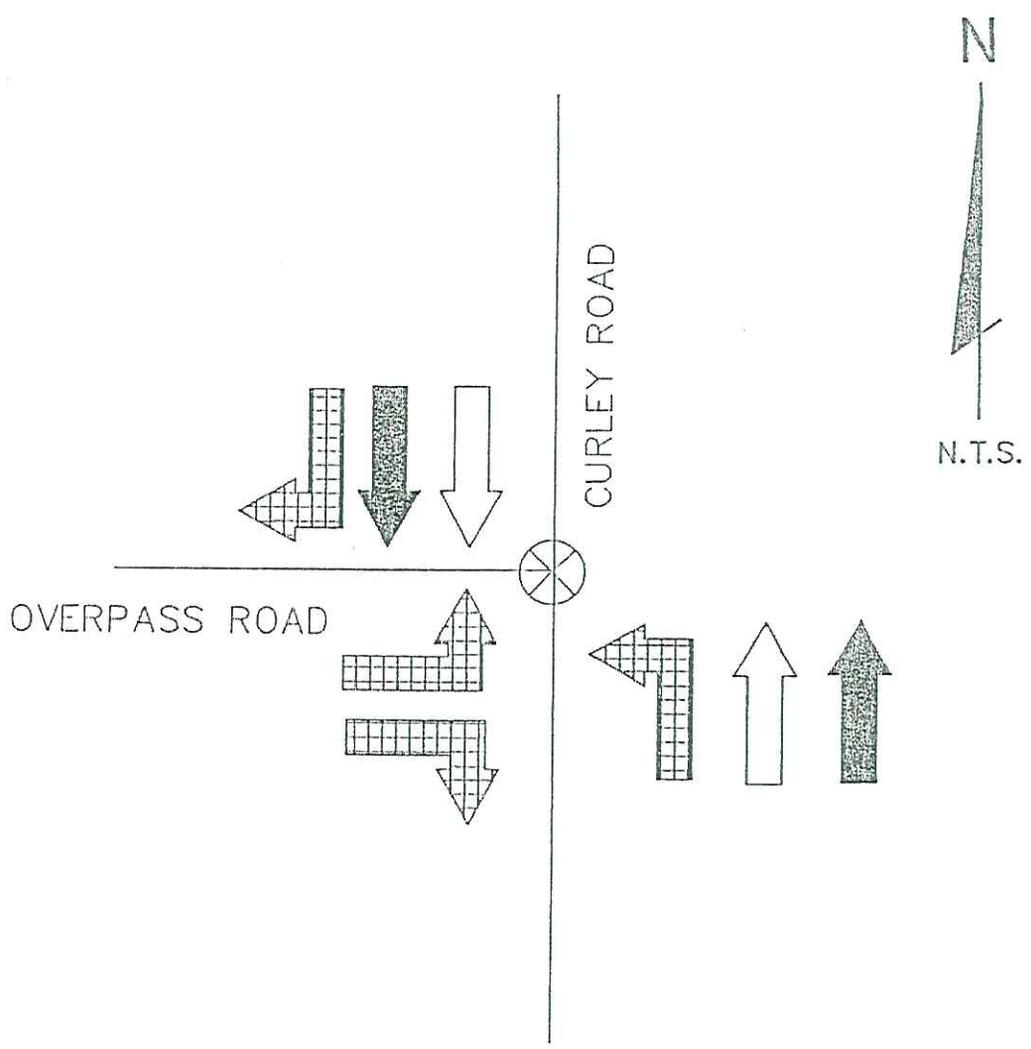


LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

T:\137\Intersection Figures\Intersection 15.dwg - Jun 05, 2006 @ 9:36am - svlaalis

 <p>FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7566 - Fax. (727) 848-3648</p>	DESCRIPTION: INTERSECTION # 15 (SEE FIGURE 1)	PROJECT No. 137	EPN.
		DATE: 6-5-06	16
		DRAWN BY: SMV	



LEGEND

-  EXISTING LANE GEOMETRY
-  PHASE 1 IMPROVEMENT
-  PHASE 2 IMPROVEMENT
-  INSTALL TRAFFIC SIGNAL (PHASE 1)

T:\137\Intersection Figures\Intersection 16.dwg - Jun 05 2:06 PM - swichis

DESCRIPTION	PROJECT No. 137	EPH.
 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax. (727) 848-3648	DATE. 6-5-06	FIGURE.
	DRAWN BY. SMV	17

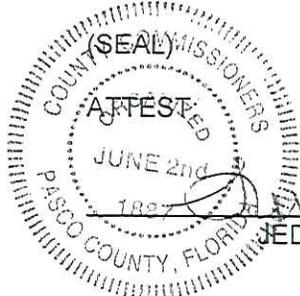
**NOTICE OF ADOPTION OF THE DEVELOPMENT
ORDER FOR THE EPPERSON RANCH
DEVELOPMENT OF REGIONAL IMPACT**

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 09-38, dated 11-05, 2008, has adopted the development order (DO) for a Development of Regional Impact known as Epperson Ranch. The above-referenced 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 at the Pasco County Courthouse, Dade City, Florida.

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit C or actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 5th day of November, 2008.



Jed Pittman
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

[Signature]
CHAIRMAN

APPROVED
NOV 05 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 12th of November, 2008
JED PITTMAN, CLERK TO THE BOARD
BY: Sandra Bady / DC D.C.