

#259



July 24, 2014

JOHN MEYER DRI COORDINATOR  
TAMPA BAY REGIONAL PLANNING COUNCIL  
4000 GATEWAY CENTER BLVD SUITE 100  
PINELLAS PARK FL 33782

Re: Resolution No. R14-097 – Amended and Restated Development Order for the  
Lake Hutto Development (DRI #259)

Dear Mr. Meyer:

Attached is a certified original of referenced resolution, which was adopted by the  
Hillsborough County Board of County Commissioners on July 22, 2014.

We are providing this original for your files.

Sincerely,

  
\_\_\_\_\_  
Kimberly Richards,  
Associate Director, BOCC Records/VAB

pab

Certified Mail Receipt # 7003 3110 0004 4684 4636

Attachment

cc: Board files (orig.)  
Andrea Zelman, Esq., Buchanan Ingersoll & Rooney, P.C. (orig. ltr.)  
Ray Eubanks, Florida Department of Economic Opportunity (orig. ltr.)  
Nancy Y. Takemori, Assistant County Attorney  
Dawn Tuccillo, County Attorney's Office  
John Healey, Senior Planner, Development Services  
Nancy Milam, County Attorney's Office  
Christopher Weiss, Property Appraiser's Office

**DEVELOPMENT ORDER  
FOR DRI NO. 259  
LAKE HUTTO**

**RESOLUTION #   R14-097**

**RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA  
AMENDING AND RESTATING THE DEVELOPMENT ORDER FOR  
LAKE HUTTO DEVELOPMENT OF REGIONAL IMPACT #259; SETTING FORTH FINDINGS  
OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL PURSUANT TO  
CHAPTER 380, FLORIDA STATUTES, AND ESTABLISHING AN EFFECTIVE DATE.**

Upon motion of Commissioner           Beckner          , seconded by Commissioner           Murman          , the following Resolution was adopted on this   22<sup>nd</sup>   day of   July  , 2014, by a vote of (   7   ) to (   0   ).

**WHEREAS**, on September 22, 2004, Pulte Home Corporation filed an Application for Development Approval for the Lake Hutto Development of Regional Impact (DRI #259) (the "Development") pursuant to the provisions of Section 380.06, Florida Statutes; and subsequently provided additional information in a Sufficiency response on March 4, 2005, a Second Sufficiency response on May 31, 2005, and a Third Sufficiency Response on August 12, 2005 (the Application for Development Approval and Sufficiency Responses are hereafter referred to collectively as the "ADA" ).

**WHEREAS**, on December 5, 2006, the Board of County Commissioners adopted Resolution No. R06-271 approving the Lake Hutto DRI #259 Development Order (the "Development Order"); and

**WHEREAS**, on May 24, 2007, NNP IV – Lake Hutto, LLC purchased the DRI property in its entirety from Pulte Home Corporation; and

**WHEREAS**, on January 10, 2012, the Board of County Commissioners adopted Resolution No. R12-007, (the "First Amendment"), Amending and Restating the Development Order to make the following changes: amending the development approvals to decrease residential development by 593 units, increase retail uses by 25,000 square feet, increase general office uses by 99,000 square feet; and add 36,000 square feet of medical/dental office; extend the build-out date from December 31, 2015 to December 31, 2024, based on a revised 380.06 transportation analysis and the 4-year extension granted by the Florida Legislature pursuant to House Bill 7207; modify the required roadway improvements and timing of improvements and contributions, based upon the revised transportation analysis; revise Map H to reflect changes in land uses, add two additional access points on FishHawk Boulevard and one additional access point on Boyette Road, modify preservation/significant habitat boundaries based on the approved Wildlife Habitat Management Plan, modify the wetland boundaries based on approved jurisdictional delineations, and modify the Development Program Table; modify the Land Use Conversion Matrix to reflect the revised development program in accordance with the revised transportation analysis and include Day Care, Private School (K-8), Fitness Center and ACLF Uses; and modify the development order to include a voluntary workforce housing program and incorporate all other changes described herein; and

**WHEREAS**, on May 28, 2014, and pursuant to §380.06(19)(e)(2), Florida Statutes, NNP IV-Lake Hutto, LLC submitted an Application to Amend the Development Order in order to incorporate changes made necessary by that Land Conveyance and Habitat Management Agreement entered into between NNP IV-Lake Hutto LLC and Hillsborough County, as amended (BOCC Documents 13-0497 and 14-0067). Specifically, the changes proposed are to amend Map H in order to depict the

new location of the district sports park expansion area and to revise boundaries of the conservation/preservation area on the Map; to modify the Development Order to reflect that the park parcel referenced therein as a 20 acre parcel will now be approximately 17 acres in size, and to modify the depiction of "Road A" on the South Parcel on Map H; and

**WHEREAS**, the Board of County Commissioners has reviewed and considered the Proposed Changes, as well as all related testimony and evidence submitted by the Developer concerning the Proposed Changes; and

**WHEREAS**, the Board of County Commissioners as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider the Proposed Changes and to amend the Development Order; and

**WHEREAS**, pursuant to Section 380.06, Florida Statutes, public notice was given that a public hearing would be held by the Board of County Commissioners to consider the proposed Development Order Amendment; and

**WHEREAS**, on July 22, 2014, the Board of County Commissioners held a duly noticed public hearing on said proposed Development Order Amendment and heard and considered testimony, reports, recommendations and other documents from the the Hillsborough County Development Services Department, other government agencies, and interested citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 22ND DAY OF JULY, 2014 AS FOLLOWS:**

**I. THAT THE FOLLOWING FINDINGS OF FACT ARE MADE:**

- A. Lake Hutto DRI project is approximately 1,127 acres and is located in southern Hillsborough County, approximately five miles northeast of the Interstate I-75 Gibsonton/Riverview exit and south of the Alafia River.
- B. The Developer's authorized agents for all purposes herein Rick Harcrow, Senior Vice President, Newland Communities, 1137 Marbella Plaza Drive, Tampa, FL 33619, Andrea Zelman, Esq., Buchanan Ingersoll Rooney PC/Fowler White Boggs ., 501 East Kennedy Boulevard, Suite 1700, Tampa, FL 33602 and Diane Chadwick, AICP, Stantec, 2205 N. 20<sup>th</sup> Street, Tampa, Florida 33605.
- C. The proposed development is not in an Area of Critical State Concern as designated pursuant to Section 380.05, Florida Statutes.
- D. A comprehensive review of the impacts generated by the proposed Development Order Amendment has been conducted by the Hillsborough County Development Services Department, the Hillsborough County Environmental Protection Commission, the Hillsborough County City-County Planning Commission (the "Planning Commission"), and other affected agencies.
- E. All procedural requirements of Section 380.06, Florida Statutes, and the Hillsborough County Land Development Code have been complied with.

- F. The impacts of the changes requested in the proposed Development Order Amendment are adequately addressed by the terms and conditions of this Resolution pursuant to the requirements of Section 380.06, Florida Statutes.

## II. THAT THE FOLLOWING CONCLUSIONS OF LAW ARE MADE:

- A. The changes proposed for the Development will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area and is consistent with the State Comprehensive Plan.
- B. The changes proposed for the Development are consistent with local land development regulations and the adopted local comprehensive plan.
- C. In considering whether the changes for the Development should be approved subject to conditions, restrictions, and limitations, Hillsborough County has considered the criteria stated in Subsection 380.06(14), Florida Statutes and Chapter 9J-2, FAC.
- D. The review by Hillsborough County, the HCCPC, and other reviewing agencies and interested citizens indicates that impacts are adequately addressed pursuant to the requirements of Section 380.06, Florida Statutes, within the terms and conditions of this amended DRI Development Order.
- E. The Development shall be subject to the terms of the amended DRI Development Order and shall not be subject to further DRI review pursuant to Section 380.06, F.S., unless the BOCC determines that any proposed changes to the Development constitute a substantial deviation pursuant to Section 380.06(19), F.S., and the conditions contained herein.
- F. Based on the above findings of fact, the Board of County Commissioners hereby approves the proposed Development Order Amendment, including the amended Lake Hutto Development of Regional Impact Master Development Plan ("Map H"), dated March 2014, as set forth in **Exhibit B**, the Land Use Equivalency Matrix, as set forth in **Exhibit C**, the Amended and Restated General Conditions and Specific Conditions as set forth below and incorporated into this Resolution by reference.

## III. GENERAL PROVISIONS

- A. This Resolution shall constitute Amended and Restated Development Order of Hillsborough County for the Lake Hutto DRI.
- B. This amended Development Order provides specific approval for a single phase development.
- C. The above stated recitals, findings of fact and conclusions of law are incorporated into, and by this reference made a part of, this DRI Development Order.
- D. The legal description of the property set forth in **Exhibit A** is hereby incorporated into and by reference made a part of this DRI Development Order.
- E. All development within the Lake Hutto DRI shall occur in accordance with this Amended and Restated Development Order.

- F. All provisions contained within the ADA and Sufficiency Responses are incorporated herein by this reference and shall be considered conditions of this amended DRI Development Order, unless inconsistent with the terms and conditions hereof, in which case the terms and conditions of this DRI Development Order shall control.
- G. Unless otherwise provided for in this amended DRI Development Order, the definitions contained in Chapter 380, F.S., shall govern and apply hereto.
- H. This amended DRI Development Order shall be binding upon the Developer and its assignees or successors in interest, including any entity (i.e., including but not limited to Community Development Districts or Property Owner's Association) which may assume any of the responsibilities imposed on the Developer by this amended DRI Development Order or any subsequent owner(s) of the property. Any reference to the Developer herein shall include subsequent assignees.
- I. It is understood that any reference herein to any specific individual or governmental agency shall be construed to include any future instrumentality which may be created or designated as successor in interest to, or which otherwise possesses any of the powers and duties of such individual, branch of government or governmental agency.
- J. In the event any portion of this amended DRI Development Order shall be found to be unenforceable by a court of competent jurisdiction, and if the Developer and the County mutually agree that the deletion of such provision(s) does not affect the overall intent (nor materially impair the benefits negotiated by each party hereunder), then, in that event, the remainder of this DRI Development Order shall remain in full force and effect.
- K. In each instance in this amended DRI Development Order where the Developer is responsible for ongoing maintenance obligations, the Developer may request the transfer any or all of its maintenance responsibilities to an appropriate private or public body authorized to perform such responsibilities. Nothing contained herein shall be construed as an obligation on the part of any such private or public body to accept said maintenance responsibilities.
- L. Proposed development activity that constitutes a substantial deviation from the terms or conditions of this amended DRI Development Order under the terms of Section 380.06(19)(b), F.S., as it may be subsequently amended or superseded, or other proposed changes to the approved DRI which are determined to be substantial deviations pursuant to the criteria and procedure of Section 380.06(19), F.S., as it may be subsequently amended or superseded, shall result in further DRI review pursuant to Chapter 380.06, F.S., as it may be subsequently amended or superseded.
- M. The Administrator, or the Administrator's designee, shall be responsible for monitoring and assuring compliance with all terms and conditions of this amended DRI Development Order. For purposes of this condition, the Administrator may rely upon or utilize information supplied by any Hillsborough County department or any of the applicable federal, state or local agencies having particular responsibility over the area or subject involved. The Administrator shall report to the BOCC any findings of substantial deviation from the terms and conditions of this DRI Development Order.

In the event of a deviation, the Administrator may recommend that the BOCC establish a hearing to consider such deviations and appropriate remedies. Any development activity constituting a change from the approved development plan shall also be reviewed, where appropriate, pursuant to the provisions of the Hillsborough County Land Development Code.

- N. The Developer shall file an annual report in accordance with Section 380.06(18), F.S., and Rule 9J-2.025 (7), F.A.C., (2003). The report shall be submitted on the State Land Planning Agency DRI Annual Report Form adopted for such purposes. Such report shall be due each and every year on December 5, the anniversary of the date of the first adoption of this DRI Development Order until such time as all terms and conditions of this DRI Development Order are satisfied. Such report shall be submitted to all statutorily required governmental agencies including, without limitation, the County, EPC, the State Land Planning Agency, DEP, and TBRPC. The annual report shall be submitted to the BOCC for review. The BOCC shall review the report for compliance with the terms and conditions of this DRI Development Order. The Developer shall be notified of any BOCC hearing wherein such report is to be reviewed. The receipt and review of such annual report by the BOCC shall not be considered a substitute or a waiver of any terms or conditions of this DRI Development Order. This report shall contain:
1. The information required by DCA to be included in the annual report, which information is described in Rule 9J -2.025(7), F.A.C. (2003);
  2. A statement setting forth the name(s) and address(es) of any assignee or successor in interest to the Developer in this DRI Development Order;
  3. A statement indicating whether or not the Developer has utilized the Equivalency Matrix. The land use entitlements increased or decreased during the reporting year and cumulatively shall be reported as shall be the remaining development entitlements;
  4. Any other reporting specifically required in this DRI Development Order.
- O. The buildout date for the Project is December 31, 2024, and this amended DRI Development Order shall expire on December 31, 2026. The Developer shall commence development of the Project no later than June 30, 2007, provided that the Developer has timely received all necessary, final and nonappealable permits to do so. In the event that the Developer has not timely received all necessary, final and nonappealable permits to commence development of the Project on or before June 30, 2007, for any reason beyond the Developer's control, then the development of the Project shall commence within sixty (60) days after receipt of all necessary, final and nonappealable permits to do so. [Development has commenced by deadline date herein].
- P. The Project approved hereby shall not be subject to down-zoning, or intensity reduction until December 31, 2024 unless the local government can demonstrate that substantial changes in the conditions underlying the approval of this amended DRI Development Order have occurred, or that this DRI Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

- Q. Any headings contained in this amended DRI Development Order are for informational purposes only and shall not be construed as limiting or defining any term or condition contained in this DRI Development Order.
- R. This Amended and Restated DRI Development Order shall become effective concurrent with approval of the Development Agreement referenced in Section IV.B. herein.
- S. All actions tied to the effective date of this amended DRI Development Order shall be tolled during any period this DRI Development Order may be on appeal pursuant to Section 380.07, F.S., or subject to any other judicial or administrative challenge.
- T. Within thirty (30) days after adoption, a certified copy of this Resolution, together with all exhibits hereto, shall be transmitted by the ex officio Clerk to the BOCC by certified mail or other delivery service for which a receipt as proof of service is required, to State Land Planning Agency, TBRPC, and the Developer.

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**IV. SPECIFIC CONDITIONS**

**A. Proposed Development Program**

1. The development of the project shall proceed as follows:

**Table A-1**

<b>Development Program <sup>(1)</sup></b>					
<b>Land Use</b>	<b>Parcel <sup>(3)</sup></b>			<b>Total DRI</b>	<b>Units</b>
	<b>South</b>	<b>Northwest</b>	<b>Northeast</b>		
<b>Residential Total</b>	<b>1,856</b>	<b>725</b>	<b>18</b>	<b>2,599</b>	<b>DU</b>
Single Family Detached	992	571		1,563	DU
Single Family Attached <sup>(2)</sup>	664	154	18	836	DU
Multi-Family (Apartments)	200			200	DU
<b>Retail Total</b>	<b>207,500</b>	<b>2,500</b>		<b>210,000</b>	<b>Sq.Ft.</b>
Town Center	205,000			205,000	Sq.Ft.
Village Center	2,500	2,500		5,000	Sq.Ft.
<b>Office Total</b>	<b>219,000</b>		<b>60,000</b>	<b>279,000</b>	<b>Sq.Ft.</b>
Town Center	219,000			219,000	Sq.Ft.
Village Centers			60,000	60,000	Sq.Ft.
<b>Medical/Dental Office Total</b>	<b>36,000</b>			<b>36,000</b>	<b>Sq.Ft.</b>
Town Center	36,000			36,000	Sq.Ft.
<b>Elem./Middle School/Park</b>	<b>32</b>			<b>32</b>	<b>Acres</b>
<b>Public Park</b>		<b>+17</b>		<b>+17</b>	<b>Acres</b>

<sup>(1)</sup> Land uses & amounts may be modified in accordance with the Land Use Equivalency Matrix provided in the DO; Day Care, Recreational - Fitness, Adult Congregate Living Facility and Private School uses may be located in Residential, Town Center and Village Centers subject to a land use equivalency approval  
<sup>(2)</sup> Single Family Attached dwellings include townhomes, duplexes, villas and condominiums  
<sup>(3)</sup> Single Family Detached and Attached dwellings may be relocated between Parcels, provided that the max. number of units shall not exceed: Northwest - 794, Northeast - 30 (2 DU/Acre); and South - 2,350 (4 DU/Acre)

Where square footage totals are referred to in this Development Order, said term shall mean "gross square feet".

2. At the time of selection of a land use trade-off under the Equivalency Matrix, attached hereto and incorporated herein as **Exhibit C**, the Developer shall provide a copy of the trade-off request to the State Land Planning Agency and TBRPC for review a minimum of 14 days prior to approval by Hillsborough County. This condition shall not be construed as a requirement for an approval of a particular land-use trade-off so long as the desired trade-off is consistent with the conversions set forth in the Equivalency Matrix. The DRI Annual Report shall include information identifying the cumulative amounts of development that have occurred through the use of the Equivalency Matrix and resulting tradeoffs of approved land uses as of the annual report date. Tradeoffs between approved land uses shall be limited to the minimums and maximums identified.

B. Transportation

1. Proportionate Share and Mitigation to be Provided.  
 The Developer's proportionate-share mitigation dollar amount for the traffic impacts of this Project has been determined to be twenty-three million one-hundred and twenty-five thousand and eight-hundred and ninety-six dollars (\$23,125,896.00) (the "Proportionate Share"), as calculated using FDOT District 7 Roadway Cost per Centerline Mile (Revised June 2010). The Developer shall mitigate for the traffic impacts of the Development by providing the Required Improvements and Required Contributions listed in Table B-1, as further defined in a Development Agreement attached hereto as Exhibit D, regardless of cost, which shall be conditions of approval.

**Table B-1  
 Required Improvements and Contributions**

Location	Improvement/Contribution
FishHawk Blvd. Segment 1: Bell Shoals Rd. to easternmost project driveway of South Tract	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study
FishHawk Blvd. Segment 2: FishHawk Ridge Dr. to Lithia-Pinecrest Rd.	Operational Improvements including a signal at the Middle School entrance with eastbound left turn lanes and westbound right turn lanes, a signal at the High School entrance including eastbound left turn lanes and westbound right turn lanes, signalization when warranted at Fishhawk Ridge Drive, and an EB left turn lane at the Sports Complex main entry.
Bell Shoals Rd. from Bloomingdale Ave. to Glenhaven Dr.	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study
Bell Shoals Rd. from Glenhaven Dr to Fishhawk Blvd.	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study, including the bridge segment over the Alafia. The obligation to construct the bridge segment over the Alafia River is subject to the County's agreement to pay for the construction of that bridge segment.
Bell Shoals Rd. & Boyette Rd./FishHawk Blvd. Intersection	Contribution to Hillsborough County construction of the intersection improvements
Bell Shoals Road from Bloomingdale Ave. to FishHawk Blvd 100% Design	Prepare 100% Plans for widening to 4 lanes, including necessary intersection improvements
Lithia-Pinecrest Road from Bloomingdale to Lithia Ridge/Adelaide 60% Design	Prepare 60% Plans for widening to 4 lanes, including necessary intersection improvements
I-75/Gibsonton Ramp Improvements	Developer shall provide a monetary contribution to be used to help fund these improvements.
Hartline Park n' Ride facility - District Park on Fishhawk Boulevard	Developer shall provide a monetary contribution to be used to help fund the construction costs of this facility.

2. Development Agreement: The County and the Developer shall enter into a Development Agreement, (**Exhibit D**), setting forth the terms and conditions governing the design, permitting, construction and right of way acquisition for the Required Improvements. The Development Agreement also contains:
- (a) Requirements regarding the timing of the Required Improvements to insure that they are expeditiously constructed.
  - (b) Requirements limiting the number of plats that can be approved prior to commencement of construction of the Required Improvements.
  - (c) Obligations of both the Developer and the County with regard to the acquisition of right-of-way for improvements.
  - (d) Acknowledgment and agreement by the Developer to construct Required Improvements at a cost that may exceed the Developer's Proportionate Share.
  - (e) Requirements for financial performance guarantees to ensure that the improvements will be completed in accordance with the applicable schedule.
  - (f) Indemnification requirements.
  - (g) A requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further building permits or development approvals shall be issued until the mitigation obligations have been recommenced to the satisfaction of the County.
  - (h) Other provisions as deemed appropriate by the County.

Changes to the Development Agreement that materially affect the requirements in Section IV.B.1 and/or Table B-1 above shall be amended in the Development Order through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the Development Agreement shall not require an NOPC or a Development Order Amendment.

3. Previously Satisfied Development Order Conditions:

- (a) I-75/Gibsonton Ramp.  
When requested to do so by Hillsborough County or at the date on which the 1350<sup>th</sup> certificate of occupancy is issued, whichever is earlier, the Developer shall submit the cash payment of one million dollars (\$1,000,000.00) to Hillsborough County in order to help fund a portion of the 1-75/Gibsonton Ramp Improvements. [This condition has been satisfied; Payment of \$1,000,000 was made to FDOT in two installments in February 2008 and July 2008.]

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- (b) Hartline Park n' Ride.  
The Developer shall, within six (6) months of the effective date of this Development Order, or no later than the date on which a Certificate of Occupancy is issued for any structure within the Development, whichever is earlier, submit a cash payment of one-hundred thousand dollars (\$100,000.00) to Hartline to help fund the construction of a Hartline Park n' Ride facility to be located in the District Park on Fishhawk Boulevard. [This condition has been satisfied; the developer made the cash payment of \$100,000 to Hartline on September 28, 2007].
- 4. The obligations set forth in Table B-1 and in B-3.(a) - (b) above, and as set forth in the Development Agreement attached as Exhibit D, shall fully and completely satisfy the transportation mitigation requirements of this Development.
- 5. The Developer agrees to use due diligence to design and identify right-of-way needs, provide the right-of-way (with the exception of the necessary right-of-way for the Bell Shoals improvements as referenced above) and construct those Required Improvements identified in Table B-1 above. If necessary, the County agrees to utilize its powers of eminent domain to acquire any needed right of way for the Required-Improvements upon the execution of the Development Agreement. All legal, engineering and design costs and expenses attributable to acquiring the right-of-way shall be paid by the Developer, except for those costs and expenses related to the necessary right-of-way for the Bell Shoals improvements to be funded by the County as provided in this Development Order and in the Development Agreement.
- 6. Impact Fee/Mobility Fee Offsets.
  - (a) The Developer shall be entitled to impact fee offsets as determined in accordance with the Consolidated Impact Assessment Program Ordinance.
  - (b) In the event that Hillsborough County adopts a Mobility Fee ordinance that operates in lieu of its transportation impact fee program, the Developer shall be entitled to any available offsets against Mobility Fees that may be provided for in that ordinance, in accordance with the provisions thereof.
  - (c) Nothing herein shall be construed as a waiver of Developer's right to contest the validity of the Impact Fee Ordinance, a subsequently adopted Mobility Fee ordinance, the fees assessed thereunder, or the offsets to be provided.
- 7. Intersection Improvements.  
Prior to Construction Plan approval for the adjacent Parcel, the Developer shall provide a traffic analysis, signed by a Professional Engineer, showing the length of the required left and right turn lanes needed to serve development traffic. The turn lanes shall be constructed to FDOT and/or

Hillsborough County standards using FDOT standard Index 301 & 526, and an asphalt overlay shall be applied over the entire portion of roadway where a left turn lane is provided. The Developer shall construct the turn lanes listed in Table B-2 at its expense at the time of the entrance construction:

**Table B-2**

DRIVEWAY	TRAFFIC CONTROL/GEOMETRY
FishHawk Boulevard & Driveway #1 (Access to Western Town Center)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #2 (Mosaic Drive)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #3 (Access to Central Town Center)	Construct an EB right-turn lane (right-turn in/right-turn out only), a second EB through lane, and a second WB through lane.
FishHawk Boulevard & Driveway #4 (Circa FishHawk Blvd.)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #5 (Access to Eastern Town Center)	Construct an EB right-turn lane (right-turn in/right-turn out only), a second EB through lane, and a second WB through lane.
Boyette Road & Driveway #6	Full-access with a one-lane approach in each direction, and EB left turn lane, subject to determination by the County at the time of final design and permitting.
Boyette Road & Driveway #7	Construct a single-lane roundabout.
Boyette Road & Driveway #8	Full-access with a one-lane approach in each direction, and SB left turn lane, subject to determination by the County at the time of final design and permitting.
Boyette Road & Driveway #9	Full-access with a one-lane approach in each direction, and EB left turn lane subject to determination by the County at the time of final design and permitting.
FishHawk Boulevard & Driveway #10 (Osprey Ridge Drive)	No improvements necessary.
FishHawk Boulevard & Driveway #11 (FishHawk Ridge Drive)	Signalize when warranted.
Lithia Pinecrest Road & Driveway #12	Full-access; construct NB left-turn lane and one EB approach lane, subject to determination by the County at the time of final design and permitting.
Lithia Springs Road & Driveway #13	Full-access; one NB approach lane and one WB left turn lane.
Lithia Pinecrest Road & Lithia Springs Road	Full-access; construct NB left-turn lane.

8. Traffic Monitoring. The Developer shall conduct a traffic monitoring program to verify that the trips generated by Lake Hutto do not exceed those assumed in the transportation analysis. Traffic counts shall be conducted within 90-days for the Annual Report submittal date unless otherwise approved by the County. The Developer shall provide traffic counts as part of the annual report to identify project trips. This monitoring program shall begin once certificates of occupancy have been issued for 50% of the dwelling units or the equivalent in terms of trip generation for which the project is entitled, and continue on an annual basis until full project build-out.
  - (a) The monitoring program will consist of PM peak hour two-way counts from 4:00 to 7:00 PM, with subtotals at 15-minute increments, at the project entrance driveways. Only turns to and from the project entrances need to be counted (through volumes will not be required). The sum of the project entrance trips will be totaled by 15-minute increments and the highest four consecutive 15-minute totals will be summed to determine the PM peak hour for project traffic. This total is assumed to include new external trips and pass-by trips. The total PM peak hour project traffic at the driveways was estimated to be 2,722 new external and 266 pass-by, for a total of 2,988 trip ends.
  - (b) If the monitoring results demonstrate that the project is generating more than fifteen percent above the estimated number of actual driveway trips stated above, Hillsborough County may conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and may amend the Development Order to change or require additional roadway improvements. The revised Transportation Analysis shall be subject to review by all appropriate review entities.
9. In the event that the performance by the Developer of the commitments set forth in this Development Order shall be interrupted or delayed by war, riot, civil commotion or natural disaster then Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
10. The Development will also be designed to encourage non-vehicular modes of transportation by providing an inter-connected pedestrian network. This network will connect the residential areas to the schools, office, shopping and recreational areas.

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C. Air Quality/Wind and Water Erosion

Best management practices shall be employed during site preparation and construction to minimize air quality impacts. Short-term (temporary construction) impacts on air quality will be mitigated by the contractor, developer and/or builder employing approved dust control measures to minimize wind erosion and particulate air pollution. Such measures include grassing, watering, seeding, mulching and/or a combination of dust suppression methods for cleared areas that are awaiting building activities, installing wind screens, covering open-top haul trucks during transit, and maintaining internal haul roads.

D. Soils

1. Soil conservation measures may include staked hay bale barriers, siltation screens, water truck spraying, sedimentation ponds, berms and quick sodding. There shall be regular inspection of siltation screens or hay bales during construction to ensure correct functioning and good condition. The development will be constructed in incremental steps that will also reduce wind and rain induced erosion during construction.
2. Geotechnical studies and/or subsurface explorations shall be conducted during the design phase to verify the subsurface conditions in the project area.
3. Surface strippings containing organics, unsuitable for structural use, shall be temporarily stockpiled on an individual project basis and will be utilized for landscape topsoil and landscape berms as needed.
4. All surface strippings that are to be utilized for landscape topsoil and berms will be treated to reduce germination/growth of exotic or nuisance species.

E. Stormwater Management and Water Quality

1. In order to protect surface water quality, stormwater exiting the site shall meet or exceed all applicable State water quality standards.
2. Wetlands shall not be displaced by the installation of stormwater conveyance and treatment swales, unless otherwise approved by reviewing agencies.
3. The Developer shall implement a stormwater treatment/management plan that meets the criteria in Sections 40D-4 and 40D-40, FAC. Best Management Practices, as published by SWFWMD, will be implemented where practical to further enhance the aforementioned criteria. The stormwater management system shall be designed to maintain the natural hydro period of the receiving wetlands.

4. The stormwater management system will be operated and maintained by a Property Owners' Association or a CDD as established under the laws of the State of Florida. Where appropriate, governmental entities may also assume maintenance of such systems.
5. The Developer or other responsible entity(ies) shall have a licensed engineer conduct annual inspections of the stormwater management systems on the project site to ensure that the system is being properly maintained in keeping with its design, and is capable of providing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each annual report.
6. Prior to any site alteration activities associated with the project, the Developer shall implement a groundwater monitoring program approved by the DEP, Hillsborough County, Tampa Bay Water or other applicable agencies. The monitoring plan shall include appropriate provisions for the characterization of the pre-development baseline water quality and water level conditions of the sites groundwater. The groundwater monitoring program required pursuant to this condition shall include identification of well locations, sampling frequency, and sampling duration, as well as parameters to be monitored and applicable collection and analytical methods.  
[This condition has been satisfied; the Development Wide Groundwater and Surface Water Quality Monitoring Plans were submitted to Hillsborough County, EPC, SWFWMD, FDEP and Tampa Bay Water on November 19, 2007]
7. Upon completion of the pre-development groundwater program, a report of results will be submitted to the DEP and Tampa Bay Water for review and approval. In addition to the official laboratory results, the report shall include recommendations regarding monitoring during construction and post construction. Any proposed construction and post-construction monitoring plans developed pursuant to this condition shall be submitted to the DEP and Tampa Bay Water for review and approval. After the initial data is received, the necessity for further monitoring will be assessed.
8. Prior to commencement of development, the Developer shall also develop and implement a surface water quality management program approved by Hillsborough County, Southwest Florida Water Management District (SWFWMD), DEP and Tampa Bay Water, with the purpose of the monitoring program to ensure that there is no adverse impact to the water quality of the Alafia River. The program shall include details regarding sampling locations, specific parameters, frequency of monitoring, and provide for submittal of monitoring results to the above-listed agencies. [This condition has been satisfied; the Development Wide Groundwater and Surface Water Quality Monitoring Plans were submitted to Hillsborough County, EPC, SWFWMD, FDEP and Tampa Bay Water on November 19, 2007]
9. To prevent adverse effects to the Floridian aquifer there shall be no stormwater pond/lake excavation into or through the Floridian aquifer's confining layers. Special attention shall be given to the shallow, semi-continuous nature of the Floridian aquifer confining layer by Hillsborough

County and SWFWMD during the design plan review/approval/permitting process. During construction, the contractor shall be required to notify the project geotechnical consultant if deep clays or limestone materials are encountered during construction operations; and any such concerns shall be properly evaluated, with appropriate remedial repairs made by the contractor, to insure no adverse impact to the limestone Floridian aquifer system.

10. Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole formation. During project design, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area via a series of Standard penetration test boring, to evaluate at least the following: depth to clayey semi-confining unit, thickness of the unit; consistency and integrity of the unit; depth to uppermost limestone unit; and check for significant evidence of overburden soil erosion/raveling related to karst activity. If any significant karst-related evidence is discovered, then Tampa Bay Water and the appropriate regulatory agencies shall be notified and additional appropriate geotechnical testing and evaluation shall be recommended and implemented.
11. The Developer shall implement signage and resident education advocating surface water protection.
12. Low impact development techniques shall be used to the greatest extent practicable and achievable throughout the development, particularly in areas draining directly to the Alafia River. These techniques shall include, but not be limited to, techniques such as retaining as much existing native vegetation as possible, shallow vegetated swales, Florida-friendly plant selections, small recessed garden area in landscaped areas, pervious pavement technologies and stabilized grass areas for overflow parking.
13. The historic average volume of stormwater runoff discharged from the project should not be decreased post-development. The applicant shall in cooperation with Tampa Bay Water and to the extent the permitting agencies (Hillsborough County and SWFWMD) can allow, consider stormwater design solutions which achieve this goal (i.e. use of swale systems and reducing treatment volume requirements). The applicant shall provide a computer model hydrologic/hydraulic analysis demonstrating Project build-out water withdrawal volumes at the Tampa Bay Water Bell Shoals intake are not reduced from pre-development conditions by performing long-term (minimum 5-year) computer model simulations that include dry, average and wet conditions.
14. All site plans and plats generated and/or submitted by the applicants/developers during the course of permitting and development activities shall show the Tampa Bay Water easements. In addition, all site plans shall show the facilities located within Tampa Bay Water's easements. Tampa Bay Water agrees to provide the necessary facilities information in Florida State Plane Coordinate System/AutoCAD electronic files to the applicants/developers. The applicants/developers shall demonstrate to

Tampa Bay Water's reasonable satisfaction that development activities comply with the order of Taking in Connection with Parcel 1301.12P/T and the Stipulated Final Judgment as to Parcels 1301.12(P), 1301.12(T) and the easement conditions contained therein.

F. Open Space/Wetlands/Vegetation and Wildlife

1. Any activity interfering with the integrity of the wetlands, such as clearing, excavating, draining or filing, without written authorization from the Director of Environmental Protection Commission or his designated agent, pursuant to Section 17 of the Hillsborough County Environmental Protection Act and of Chapter 1-11, Rules of Environmental Protection Commission shall be prohibited.
2. In the event that any additional state- or federally-listed species or nesting colonies of wading bird species not already identified are discovered on-site during project development, the Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission ("FWC") and implement the recommended measures for species protection.
3. Prior to the issuance of any building or land alteration permits or other development, the developer will submit a Resource/Habitat Management Plan to Hillsborough County and to FWC for their approval, which plan shall include provisions for managing natural features that will remain after development and on-site preserve areas, including but not limited to Lake Hutto, nuisance species, water quality, and the Florida Goldenaster. The plan shall address all listed species occurring within the preserves. [This condition has been satisfied; and Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008].
4. If fire and/or mechanical vegetation management alternatives are included in the management plan, deed restrictions will be placed on adjacent lots or commercial properties acknowledging that appropriate land management techniques may occur. Should burning be implemented on preservation areas adjacent to residential or commercial uses, appropriate precautionary measures will be outlined in the management plan. Educational material will be published separately for distribution to affected homeowners.
5. The Developer's Resource/Habitat Management Plan will also address management, protection and appropriate uses for the Significant Wildlife Habitat areas. Low-impact recreation trails shall be included in the management plan as an allowable use in such areas. The trails will include signage emphasizing the parameters of the wildlife habitat areas for purposes of education and awareness.
6. Existing native plant communities will be retained to the greatest extent practicable.
7. The Project will be designed to provide connections and continuity between wetland habitat areas.

8. The project site may continue to be used for agricultural activities, but at no greater intensity than at present. No agricultural activities shall be initiated on land not previously under such use. Silvicultural activities shall be limited solely to upland areas and shall not be conducted within 30 feet of the EPC Wetland Line.
10. Prior to the initiation of construction activities the Developer shall contact the Hillsborough County Planning & Growth Management Department Natural Resources Division and arrange for a site visit to verify the presence or non-presence of habitat for gopher tortoises and burrowing owls. Pre-construction surveys shall be provided for gopher tortoises, Sherman's fox squirrels, burrowing owls, and sandhill cranes, as set forth herein in more detail. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
11. Pre-construction surveys for gopher tortoises shall include habitat assessments of each proposed preserve area in order to evaluate mitigation requirements. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
12. Pre-construction surveys for Sherman's fox squirrels shall be conducted during their breeding seasons (May to August and November through January). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
13. Pre-construction surveys for Florida burrowing owls shall be conducted during their breeding season (February to July). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
14. Pre-construction surveys for Florida sandhill cranes shall be conducted during their breeding season (February through April). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
15. Southeastern American kestrels have been observed within the project area and appropriate habitat for nesting by the kestrel occurs within the project area. Additional surveys for southeastern American kestrels will be conducted to determine appropriate mitigation for proposed impacts to potential kestrel habits. Survey and habitat delineation methods and associated mitigation requirements shall follow the procedures 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). [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]

16. All stream crossings shall avoid or minimize wetland impacts and utilize design features that span the entire flood plain or incorporate adequate under crossings that maintain wildlife and habitat connectivity.

G. Water Conservation

1. The Project will comply with all applicable county ordinances that establish standards for the development, installation, maintenance and preservation of water for efficient landscaping and irrigation.
2. The Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. This will include providing educational materials on water conservation to the residents and other users within the Project.
3. Prior to construction, the Developer shall investigate the technical, environmental and economic feasibility of using non-potable water from the surficial aquifer and stormwater for irrigation and other purposes within the development. The investigation shall include, at a minimum, the proximity of the non-potable source to the proposed development, the long-term availability of that source, the appropriateness of the source for intended use, and consideration of the installation of distribution lines during construction in anticipation of future availability of the non-potable source. Prior to construction, the Developer shall provide a report detailing this investigation to the County and the Southwest Florida Water Management District.
4. Development shall follow water conservation Best Management Practices for water conservation.
5. The Developer shall use the lowest quality water available for irrigation. Further, the Developer shall participate to the extent feasible in the County's adopted recovered water program and to comply with all applicable regulations governing the receiving of recovered water. Native vegetation, Florida Friendly landscaping and/or drought tolerant landscaping shall be used wherever feasible.
6. Installation of high-efficiency (low volume) plumbing fixtures, appliances, and other water conserving devices shall be as required in the Standard Plumbing Codes (Southern Building Codes) and any other applicable regulation.
7. Individual water meters shall be installed for each housing unit. Rainfall sensor devices shall be included on all irrigation systems.

8. Total water use for the development shall meet the compliance per capita use rate required in the Eastern Tampa Bay Water Use Caution Area, which is part of the SWUCA, of 150 gallons per day.

H. Energy Conservation

The Developer shall encourage the incorporation of energy conservation measures into the site design, building construction and landscaping to the maximum extent feasible.

I. Historical or Archaeological Resources

The discovery of any historical or archaeological resources shall be reported to the Florida Division of Historical Resources and Hillsborough County and the disposition of such resources shall be determined in cooperation with the Florida Division of Historical Resources and Hillsborough County.

J. Floodplains

1. All construction occurring within the 100-year floodplain will comply with applicable Hillsborough County and SWFWMD regulations. Finished floor elevations of all habitable structures shall be constructed above the Federal Emergency Management and/or the latest Hillsborough County Stormwater Master Plan 100-year base flood elevation.
2. Compensation for the loss of 100-year flood storage capacity shall be provided.

K. Wastewater Management

1. Development shall be required to connect to County wastewater service in accordance with the Future of Hillsborough, Comprehensive Plan and Land Development Code. No permanent septic tanks shall be installed within the development site.
2. The Developer shall prepare master plans for water, including consideration of residential sub-metering, wastewater, and if applicable, reclaimed water. The master plans shall be submitted to the County Development Services Department prior to, or not later than, the first preliminary site plan submission. Any modifications to the approved plans necessary to accommodate any change in the development program shall be submitted to the Hillsborough County Development Services Department prior to, or not later than, the first preliminary site plan submission for each phase of development.

L. Solid Waste/Hazardous Waste/Medical Waste

The Project is not intended to include any uses that would generate hazardous waste or toxic materials. However, all commercial and office tenants or purchasers shall be provided with information at the time of purchase or lease which identifies hazardous

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

M. Police and Fire Protection

1. The Developer shall coordinate with the Hillsborough County Sheriff's Office to optimize environmental building attributes prior to construction and to incorporate security improvements throughout the project.
2. The Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

N. Recreation and Open Space

1. The Developer shall dedicate to the Hillsborough County Parks Department a total of 26 acres as dedicated public park area. The Developer shall dedicate twenty (20) acres within the Northwest Parcel, as indicated on Map H, located adjacent to (and in order to facilitate expansion of) the County's planned athletic complex/district park to be located on Fishhawk Boulevard. [This condition has been satisfied; on September 12, 2008, two park sites were conveyed to Hillsborough County, a 20-acre site in the Northwest Parcel, and a 6.1 acre site co-located with the school on the South Parcel. On June 5, 2013, the County and the Developer entered into a Land Conveyance and Habitat Management Agreement, as amended on January 23, 2014, whereby the parties agreed to relocate the district park expansion area by designating the 20-acre park parcel as preservation land and re-designating certain preservation land as part of the new park site. The County shall consider this condition satisfied by the conveyance of the relocated park parcel to the County pursuant to the Land Conveyance and Habitat Management Agreement.]
2. The Developer shall also dedicate six acres of parkland and park improvements within the Southern Parcel, which park shall be co-located with a combined elementary/middle school site, as described in Section O below. [This condition has been satisfied; on September 12, 2008, a 6.1 acre site co-located with the school on the South Parcel was conveyed to Hillsborough County.]
3. Impact fee offsets will be recognized only for land or improvements which meet the standards for parkland and improvements identified in the Consolidated Impact Assessment Program Ordinance. In instances where parks and schools are co-located, impact fee offsets shall only be granted for land actually dedicated to the County which is otherwise eligible for impact fee offsets.
4. The Project will enhance the regional trail subsystem by providing an interconnected pedestrian/bicycle network. Wherever possible, trails located

within the project will be connected to existing trails located on adjacent properties. The trail system will also link neighborhoods within each parcel to the schools, parks, ELAPP trails and town and village centers.

5. On-site open space shall be maintained by the Developer until assigned or transferred to an appropriate maintenance entity, such as a Community Development District or property owners association, or to another governmental entity, if required.

O. Schools

1. The Developer shall convey to the School District of Hillsborough County, and to the County, at no cost to either, a total of 32 acres located on the Southern Parcel, as indicated on Map H dated March 2006, of which 26 acres will be conveyed to the School District for the construction of a combined elementary/middle school. Six acres will be conveyed to the Hillsborough County Parks Department for a park facility which will be co-located with the school site. It is anticipated that the County and the School District will enter into an interlocal agreement with regard to the co-location of park facilities on the school site. Developer will promptly convey this acreage upon request after the effective date of this Development Order. [This condition has been satisfied: on April 25, 2008, a 26-acre school site was conveyed to the Hillsborough County School District and on September 12, 2008, a 6.1 acre park site co-located with the school on the South Parcel was conveyed to Hillsborough County,]
2. As part of its initial phase of construction the Developer shall construct the road shown on Map H dated March 2006, and on the General Site Plan dated March 2006, that will provide access to the school site. The road will be constructed and conveyed to the appropriate governmental entity by no later than July 31, 2009. Prior to such conveyance, Developer shall provide for construction vehicle access, as may be necessary. In addition, the Developer shall include the school site within its master drainage plan, so as to enable the School District to avoid the expense of providing on-site stormwater retention. [This condition has been satisfied; the access road and utilities were conveyed to Hillsborough County on July 15, 2009].
3. Toward mitigation for inadequate capacity for high school students, the Developer shall make the following monetary contributions to the School District of Hillsborough County for the construction of a new classroom wing at Newsome High School:
  - (a) Within 30 days of the effective date of this Development Order, Developer shall make a payment of five-hundred thousand dollars (\$500,000.00) to the School District; and
  - (b) Developer shall make a payment of one-million dollars (\$1,000,000.00), at the request of the School District, no later than the date on which the District commences construction of the new classroom wing; and
  - (c) Developer shall make a payment of one and one-half-million dollars (\$1,500,000.00), at the request of the School District, no later than the date

on which the District receives a certificate of occupancy for the new classroom wing.

[This condition has been satisfied; the Developer made three payments to the School District totaling \$3,000,000 for the construction of a new wing at Newsome High School. (\$500,000.00 on May 24, 2007; \$1,000,000.00 on October 24, 2007 and \$1,500,000.00 on July 7, 2008).]

4. The Developer and the School District may enter into contractual agreements separate and apart from this Development Order, if necessary, in order to further clarify the provisions of the in-kind and monetary contributions referenced above.
5. The School District confirms that the in-kind monetary contributions that are to be made pursuant to the Development Order, coupled with the two on-site schools that are approved and budgeted under the School District's five-year work plan, based upon the currently used student generation rates and estimated demand, will provide adequate capacity to accommodate the future residents of this project based upon the number of residences contained herein. If this Development Order were amended sometime in the future to increase the number of residences above the originally approved 3,192 units, the School District would have to perform a new analysis to determine if adequate capacity would still exist.

P. Voluntary Workforce Housing Program

1. Ten (10) percent of the built residential units shall be, at the time of sale or rental, affordable workforce housing, as that term is defined by Florida Statutes Section 420.5095(3)(a), housing affordable to natural persons or families whose total annual household income does not exceed 140% of the area median income. The maximum affordable prices for both sales and rental will generally be determined as follows:
  - (a) The housing affordability limit shall be calculated annually and be based upon the area median income for a family of four;
  - (b) A workforce household qualifying for a unit may spend no more than 30% of the gross annual household income towards rent or mortgage payments, together with property taxes, homeowners association dues, community development district assessments, private mortgage insurance, utilities and homeowners insurance, if applicable;
  - (c) Estimated monthly mortgage payments shall be based on a 30 year fixed loan, at the prevailing mortgage rate, and assuming a five (5) percent down payment;
  - (d) Estimated homeowners insurance shall be calculated based upon the average Hillsborough County rates for a newly constructed home, as provided by the Florida Office of Insurance Regulation; and,
  - (e) Estimated property taxes shall be based upon the previous year's millage rate, as determined by the Hillsborough County Property Appraiser's Office.
2. Provision of such workforce units (or pro rata share thereof) shall be deemed to fully satisfy the voluntary affordable workforce housing program. Units may be provided within the Lake Hutto DRI or in the adjacent FishHawk Ranch DRI. Resale units shall not be counted towards the 10% voluntary workforce housing program.

3. The number of workforce housing units shall be reported in the Annual Report. Units sold in 2009 and 2010 shall count towards the ten (10) percent requirement, as development within the Lake Hutto DRI commenced in 2009. A minimum of fifty (50) percent of the workforce housing units shall be provided prior to a request for building permits exceeding 50% of the total residential units (1,300 units). If the developer cannot provide the workforce units prior to a request for building permits exceeding 1,300 units, the developer shall submit an alternative affordable housing program for review and approval to Hillsborough County, TBRPC and the State Land Planning Agency or shall submit an affordable housing analysis acceptable to Hillsborough County, the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs through a Notice of Proposed Change (NOPC) application. One hundred (100) percent of the required workforce housing units shall be provided prior to issuance of a building permit any unit which exceeds the 75<sup>th</sup> percentile of total specifically approved residential units (1,950 units).

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I, PAT FRANK, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board at its regular meeting of July 22, 2014, as the same appears of record in Minute Book 458 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 23rd day of July, 2014.

PAT FRANK, CLERK

By: M. Edward K. Ditt

Deputy Clerk



APPROVED BY COUNTY ATTORNEY

By: [Signature]

Approved as to form and legal sufficiency

## EXHIBITS

- A. Legal Description
- B. Map H
- C. Land Use Equivalency Matrix
- D. Development Agreement

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LAKE HUTTO**  
**"NORTHWEST"**

**DESCRIPTION:** A parcel of land lying in Sections 19, 20 and 21, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 19, for a POINT OF BEGINNING, run thence along the South boundary line of said Northeast 1/4 of Section 19, N.89°26'16"W., 116.01 feet; thence N.00°10'01"W., 1438.33 feet; thence S.89°26'16"E., 116.01 feet to a point on the East boundary line of the Northeast 1/4 of said Section 19; thence N.86°41'56"E., 55.77 feet; thence N.58°36'39"E., 355.84 feet; thence N.34°22'05"E., 226.47 feet; thence N.85°08'05"E., 245.43 feet; thence N.69°35'11"E., 16.44 feet; thence S.89°39'27"E., 27.58 feet; thence S.45°38'32"E., 330.13 feet; thence N.58°27'41"E., 218.68 feet; thence N.53°00'00"E., 499.38 feet; thence N.67°54'54"E., 177.86 feet; thence N.69°19'29"E., 1150.36 feet; thence N.02°14'48"W., 117.35 feet to a point on the South boundary line of 30 foot Permanent Easement as recorded in Official Records Book 12097, Page 518 and Official Records Book 11007, Page 292, all in the Public Records of Hillsborough County, Florida; thence along said South boundary line of 30 foot Permanent Easement, said line lying 30.00 feet South of and parallel with the Southerly Maintained right-of-way line of Lithia Springs Road, the following three (3) courses: 1) N.89°59'22"E., 2464.52 feet to a point on the West boundary line of the Northwest 1/4 of the aforesaid Section 21; 2) continue N.89°59'22"E., 515.52 feet; 3) S.89°55'07"E., 280.89 feet; thence S.01°01'59"E., 374.43 feet; thence S.01°01'50"E., 308.46 feet; thence S.85°07'59"E., 393.34 feet; thence S.81°05'04"E., 426.63 feet; thence S.52°25'22"E., 106.91 feet; thence S.29°45'14"E., 172.05 feet; thence S.89°47'38"E., 145.89 feet; thence S.89°27'53"E., 323.09 feet; thence S.89°33'59"E., 407.43 feet to a point on the East boundary line of the Northeast 1/4 of said Northwest 1/4 of Section 21; thence along said East boundary line, S.00°38'29"E., 270.80 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 21; thence along the East boundary line of said Southeast 1/4 of said Northwest 1/4 of Section 21, S.00°38'20"E., 1324.83 feet to the Southeast corner of said Northwest 1/4 of Section 21; thence along the South boundary line of said Northwest 1/4 of Section 21, N.89°52'34"W., 2657.38 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Section 20; thence along the South boundary line of said Northeast 1/4 of Section 20, S.89°46'06"W., 2660.97 feet to the Southeast corner of the Northwest 1/4 of said Section 20; thence along the South boundary line of said Northwest 1/4 of said Section 20, S.89°46'06"W., 692.13 feet; thence S.00°14'16"W., 902.18 feet to a point of curvature, thence Southerly, 157.56 feet along the arc of a curve to the right, having a radius of 850.00 feet, a central angle of 10°37'13", a chord bearing and distance of S.05°32'53"W., 157.33 feet to a point on the Southerly boundary of a Tampa Electric Company Easement, as recorded in Deed Book 1737, Page 20, Public Records of Hillsborough County, Florida; thence N.89°35'19"W., 101.92 feet along said Southerly boundary to a point on a curve; thence Northerly, 157.50 feet along the arc of a curve to the left, having a radius of 750.00 feet, a central angle of 12°01'56", and a chord bearing and distance of N.06°15'14"E., 157.21 feet to a point of tangency; thence N.00°14'16"E., 901.36 feet to a point on the aforesaid South boundary line of the Northwest 1/4 of said Section 20; thence along said South boundary line, S.89°46'06"W., 1868.83 feet to the POINT OF BEGINNING.

Containing 402.539 acres, more or less.

TOGETHER WITH:  
LAKE HUTTO  
"NORTHEAST"

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 16, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 16, run thence along the South boundary line of said Southeast 1/4 of Section 16, the following two (2) courses: 1) N.89°53'34"W., 27.20 feet to the POINT OF BEGINNING; 2) continue N.89°53'34"W., 1327.04 feet to the Southwest corner of the Southeast 1/4 of said Southeast 1/4 of Section 16; thence along the West boundary line of said Southeast 1/4 of the Southeast 1/4 of Section 16, N.00°11'22"E., 609.28 feet to a point on a curve on the South Maintained right-of-way line of Lithia Springs Road; thence along said South Maintained right-of-way line, the following two (2) courses: 1) Easterly, 135.61 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 19°25'30" (chord bearing N.76°47'40"E., 134.96 feet); 2) N.89°38'44"E., 485.18 feet; thence along the South right-of-way line of said Lithia Springs Road, as recorded in Official Records Book 1378, Page 359, of the Public Records of Hillsborough County, Florida, the following two (2) courses: 1) S.38°45'14"E., 21.05 feet; 2) N.89°33'13"E., 106.38 feet to a point on the Southwesterly right-of-way line of Lithia Pinecrest Road, per Florida Department of Transportation Right-of-Way Map Section No. 10508-2603; thence along said Southwesterly right-of-way line, S.43°04'08"E., 862.39 feet to the POINT OF BEGINNING.

Containing 15.043 acres, more or less.

ALSO TOGETHER WITH:

LAKE HUTTO  
"SOUTH"

DESCRIPTION: A parcel of land lying in Sections 24 and 25, Township 30 South, Range 20 East and in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 25, run thence along the East boundary line of said Section 25, N.00°21'49"E., 30.00 feet to a point on the North Maintained right-of-way line of Boyette Road, said point also being the POINT OF BEGINNING; thence along said North Maintained right-of-way line, N.89°59'18"W., 1330.05 feet to a point on the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence along said East and North boundary lines of the Southwest 1/4 of the Southeast 1/4 of Section 25, the following two (2) courses: 1) N.00°15'35"E., 1285.79 feet to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 25; 2) S.89°52'02"W., 1299.00 feet to a point on the East Maintained right-of-way line of Boyette Road; thence along said East Maintained right-of-way line, the following two (2) courses: 1) N.00°10'21"E., 1492.95 feet; 2) N.00°08'14"E., 1136.30 feet to a point on the South boundary line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 25; thence along said South, East and North boundary lines of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 25, the following three (3) courses: 1) N.89°49'45"E., 628.85 feet; 2) N.00°08'45"E., 658.86 feet; 3) S.89°51'59"W., 625.14 feet to a point on the aforesaid East Maintained right-of-way line of Boyette Road; thence along said East and North Maintained right-of-way line of Boyette Road, the following two (2) courses: 1) N.00°29'40"E., 501.66 feet; 2) N.26°05'03"W., 79.32 feet to the West boundary of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the aforesaid Section 25; thence N.00°20'39"E., 105.03 feet to the Northwest corner thereof; thence S.89°58'49"W., 97.33 feet along the South boundary of the Northwest 1/4 of said Section 25 to the Northerly maintained right-of-way line of the aforesaid Boyette Road; thence along said maintained right-of-way line the following three (3) courses: 1) N.56°03'17"W., 25.11 feet; 2) N.78°27'40"W., 101.77 feet; 3) S.89°27'32"W., 1125.49 feet to a point on the West boundary line of the Southeast 1/4 of the Southwest 1/4 of the aforesaid Section 24; thence along said West boundary line, N.00°17'08"E., 1189.21 feet to a point on a curve on the South right-of-way line Fishhawk Boulevard; thence along said South right-of-way line, the following sixteen (16) courses: 1) Easterly, 316.00 feet along the arc of a curve to the left having a radius of 1021.93 feet and a central angle of 17°43'00" (chord bearing N.80°55'47"E., 314.74 feet); 2) S.17°55'44"E., 21.00 feet; 3) N.72°04'16"E., 559.70 feet; 4) S.17°55'44"E., 30.00 feet; 5) N.72°04'16"E., 63.35 feet to a point of curvature; 6) Easterly, 207.41 feet along the arc of a curve to the right having a radius of 836.93 feet and a central angle of 14°11'56" (chord bearing N.79°10'14"E., 206.88 feet); 7) S.03°43'48"E., 12.72 feet; 8) S.89°27'50"E., 4295.00 feet; 9) S.00°32'10"W., 47.00 feet; 10) S.89°27'50"E., 235.00 feet; 11) S.00°32'10"W., 160.00 feet; 12) S.89°27'50"E., 210.00 feet; 13) N.24°54'46"E., 210.79 feet; 14) S.89°27'50"E., 25.00 feet; 15) N.00°32'10"E., 60.00 feet; 16) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter referred to as POINT "B"; thence Southerly along said centerline of Fishhawk Creek to a point hereinafter referred to as POINT "A", (reference line between said POINT "B" and POINT "A" bears, S.01°19'06"E., 4848.77 feet); thence SOUTH, 1045.61 feet; thence S.55°55'06"W., 341.03 feet; thence S.08°19'38"E., 266.46 feet; thence S.09°16'33"E., 124.75 feet; thence S.10°23'32"E., 212.90 feet to a point on the aforesaid North Maintained right-of-way line of Boyette Road; thence along said North Maintained right-of-way line, S.89°58'09"W., 1281.68 feet to a point on the East boundary line of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the aforesaid Section

30; thence along said East, North and West boundary lines of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 30, the following four (4) courses: 1) N.00°58'18"E., 629.51 feet; 2) N.89°55'26"W., 341.73 feet; 3) N.89°57'49"W., 341.66 feet; 4) S.00°21'49"W., 629.74 feet to the POINT OF BEGINNING.

Containing 709.502 acres, more or less. (to the centerline of Fishhawk Creek)

Containing 707.349 acres, more or less. (above Ordinary High Water)

ALLTOGETHER Containing 1,127.084 acres, more or less. (to the centerline of Fishhawk Creek)

ALLTOGETHER Containing 1,124.931 acres, more or less. (above Ordinary High Water)

PHC-TR-001

P:\TRMP\LEGAL\TR-PULTE

JLS

July 28, 2004

JLS (Revised)

August 9, 2004

JLS (Revised)

August 10, 2004

JLS (Revised NW PAR & O/A acreages by 2.246 Ac.)

February 15, 2005

JLS (Revised NE PAR – Southeast corner)

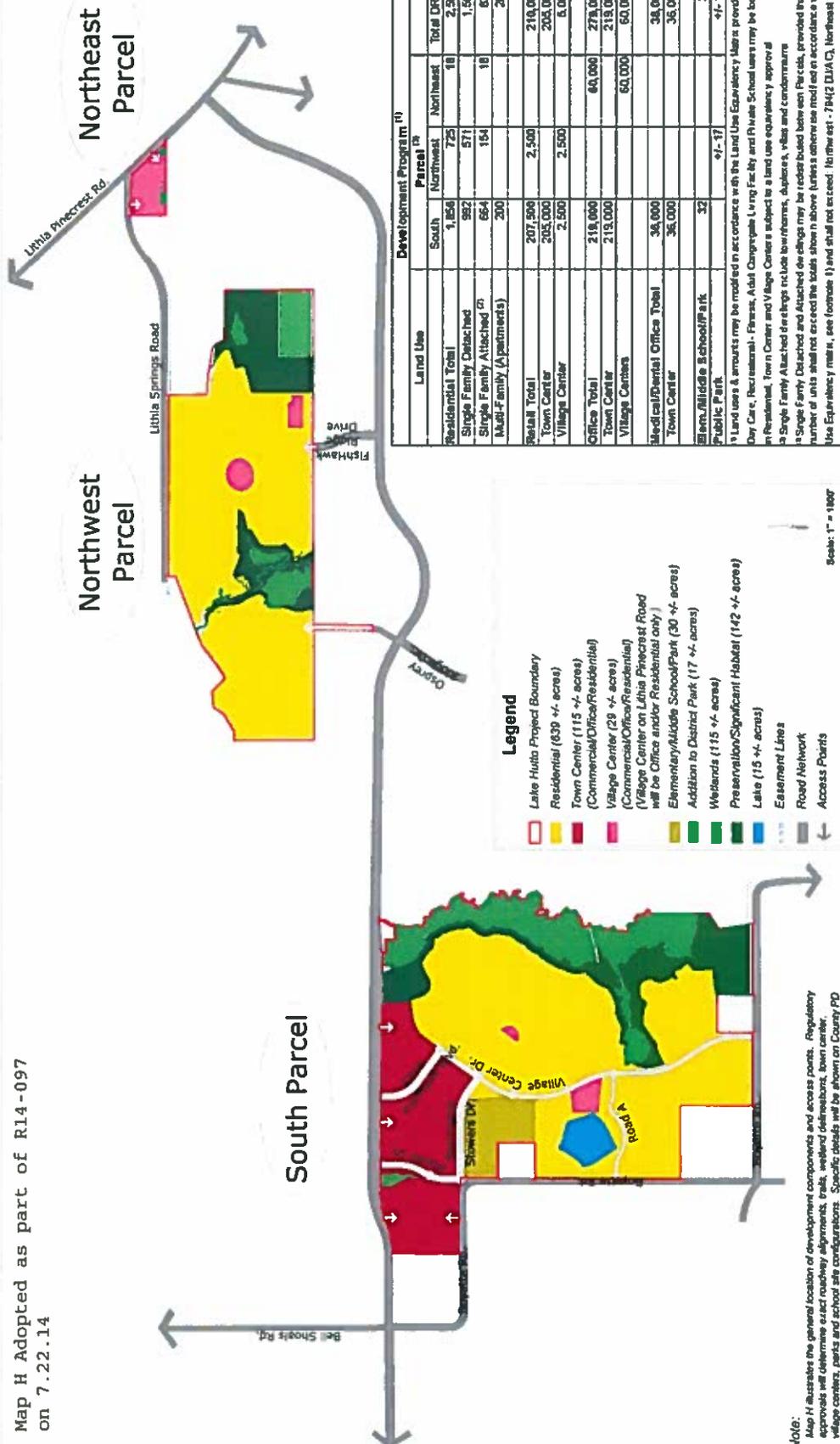
May 20, 2005

PAD (Revised South parcel less out sliver)

November 8, 2005

EXHIBIT B  
MAP H

Map H Adopted as part of R14-097  
on 7.22.14



Map H  
Master  
Development  
Plan  
March 2014

A Development of  
Regional Impact By:  
**NEWLAND**

# Lake Hutto Hillsborough County, Florida

**NOPC Consultant Team**  
 Legal: Buchanan Ingersoll & Rooney PC  
 Planning: Fowler White Boggs P.A.  
 Blatenc: Engineering  
 Transportation: Head Design  
 Riley-Horn & Associates, Inc.: Head Design  
 Environmental: Geotechnical  
 Cardio ENTRIX: Mortenson Engineering, Inc.

## EXHIBIT C EQUIVALENCY MATRIX Lake Hutto

Trade-off rates based on the following trip generation calculations from NOPC:

Buildout	Change To									
	SF Detached dwelling unit (LUC 210)	SF Attached dwelling unit (LUC 230)	Apartment dwelling unit (LUC 220)	Office General 1,000 s.f. (LUC 710)	Office Medical/Dental 1,000 s.f. (LUC 720)	Retail 1,000 s.f. (LUC 820)	Recreational Fitness Center 1,000 s.f. (LUC 492)	ACLF occupied bed (LUC 254)	Daycare students (LUC 565)	Private School (K-8) students (LUC 534)
SF Detached (LUC 210)	NA	1.95	1.25	0.41	0.25	0.16	0.23	2.11	0.98	1.33
SF Attached (LUC 230)	0.51	NA	0.64	0.21	0.13	0.08	0.12	1.08	0.50	0.68
Apartments (LUC 220)	0.80	1.56	NA	0.32	0.20	0.13	0.18	1.68	0.78	1.07
Office - General (LUC 710)	2.46	4.80	3.08	NA	0.62	0.39	0.56	5.18	2.40	3.28
Office: Medical/Dental (LUC 720)	3.99	7.78	4.98	1.62	NA	0.64	0.90	8.39	3.89	5.32
Retail (LUC 820)	6.28	12.24	7.84	2.55	1.57	NA	1.42	13.21	6.12	8.37

Source: ITE's Trip Generation, 8th Edition and the Q21 Transportation Analysis for Lake Hutto.

Example 1: Trade-off 20,000 S.F. of Retail for Office,  $20,000 \text{ s.f.} \times 2.55 = 51,000 \text{ s.f.}$  of Office

Example 2: Trade-off 10 S.F. Residential for S.F. Attached,  $10 \text{ S.F. Res.} \times 1.95 = 19 \text{ DU}$  of S.F. Attached

Notes:

- 1) The purpose of the trade-off mechanism is to allow the exchange of units and square footage at the ratios defined above without requiring an NOPC.
- 2) The Tampa Bay Regional Planning Council and FDCA will be notified 14 days prior to County approval of matrix utilization.
- 3) The trade-off mechanism identified above is based on traffic generation equivalency. Land use exchanges are limited to respective parcels with no additional transportation analysis required. Changes proposed in accordance with this matrix are subject to County review for parks, schools, water, wastewater, and solid waste concurrency.
- 4) The maximum trade-off amount is 30% of the total amount of any of the approved uses.
- 5) Any trade-off exchange must comply with Future Land Use designation maximum allowable density and FAR factors blended over the 3 parcels.
- 6) Should any changes be made to residential land uses, the 10% Voluntary Workforce Housing provision shall be modified in accordance with Development Order condition IV.P.3.
- 7) There is a 2,500 square feet Community Retail land use located in both the South and Northwest tracts that were not included in the trip generation calculation for the DRI. Therefore, these land uses shall not be included as part of the Land Use Equivalency Matrix.

Tradeoff rates based on the following trip generation calculations from NOPC Attachment 3.

Land Use	Size	Gross PM Peak Hour Total	PM Peak Hour Rate(Trips/Unit)
Single Family Detached (LUC 210)	1,563 du	1,248	0.80
Single Family Attached (LUC 230)	836 du	343	0.41
Apartments (LUC 220)	200 du	128	0.64
Office - General (LUC 710)	279,000 ksf	549	1.97
Office - Medical/Dental (LUC 720)	36,000 ksf	115	3.19
Retail (LUC 820)	205,000 ksf	1,029	5.02
Fitness Center (LUC 492)	1 ksf	---	3.53
ACLF (LUC 254)	1 occupied bed	---	0.38
Daycare (LUC 565)	1 students	---	0.82
Private School (K-8) (LUC 534)	1 students	---	0.60

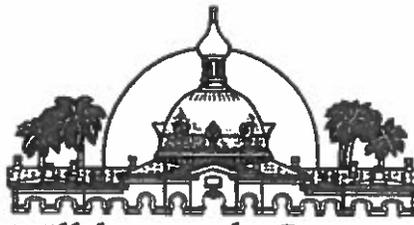
Land Use Type	ADA Program	Minimum Development	Maximum Development
Residential			
Single Family - Detached	1,563 DU	1,094	2,032 DU
Single Family - Attached	836 DU	585	1,087 DU
Apartments	200 DU	140	260 DU
<b>Total Residential</b>	<b>2,599</b>	<b>1,819</b>	<b>3,379</b>
Retail	210,000 Sq.ft.	147,000	273,000 Sq.ft.
Office - General	279,000 Sq.ft.	195,300	362,700 Sq.ft.
Office - Medical/Dental	36,000 Sq.ft.	25,200	46,800 Sq.ft.
<b>Total Non-residential</b>	<b>525,000</b>	<b>367,500</b>	<b>682,500</b>
Fitness Center	0 Sq.ft.	0	55,000 Sq.ft.
ACLF	0 Beds	0	120 Beds
Daycare	0 Students	0	200 Students
Private School (K-8)	0 Students	0	400 Students

## EXHIBIT D

Development Agreement between Hillsborough County  
and NNP IV-Lake Hutto, LLC dated January 19, 2012.

A copy of this Agreement is located at OR Book 20920,  
Pages 758-814 of the Official Records of Hillsborough  
County.

#259



# Hillsborough County Florida

Office of the County Administrator  
Michael S. Merrill

**BOARD OF COUNTY COMMISSIONERS**

Kevin Beckner  
Victor D. Crist  
Ken Hagan  
Al Higginbotham  
Lesley "Les" Miller, Jr.  
Sandra L. Murman  
Mark Sharpe

**CHIEF ADMINISTRATIVE OFFICER**  
Helene Marks

**CHIEF FINANCIAL ADMINISTRATOR**  
Bonnie M. Wise

**DEPUTY COUNTY ADMINISTRATORS**  
Lucia E. Garrys  
Sharon D. Subadan

June 7, 2013

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

**RE: Lake Hutto, Development of Regional Impact #259  
Build Out and Expiration Date Extensions Pursuant to Section 252.363, F.S and Executive Orders 12-140, 12-192, and 12-199**

Dear Ms. Zelman:

We have received your letter notifying the County that you intend to utilize the provisions of Section 252.363, F.S and Executive Orders 12-140, 12-192, and 12-199 to extend the build out date and the development order (DO) expiration date of the Lake Hutto DRI.

The Florida Department of Economic Opportunity has indicated that the cumulative extension period associated with Executive Orders for both Tropical Storm Debby and Tropical Storm Isaac, is one year plus one hundred and twenty (120) days

The Lake Hutto DRI is a single-phase project with a current build out date of December 31, 2024. The current expiration date of the project's DO is December 31, 2026.

Pursuant to Section 252.363, F.S and Executive Orders 12-140, 12-192, and 12-199, the County acknowledges that the project's build out date is extended to April 30, 2026 and the expiration date of the DO is extended to April 30, 2028.

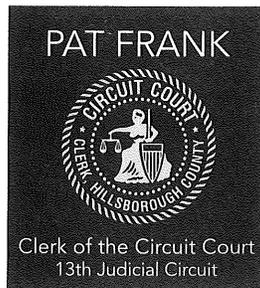
If you have any questions, please call me at 813.276.8393.

Sincerely,

John E. Healey, AICP

cc: John Meyer, Tampa Bay Regional Planning Council (via e-mail)  
Nancy Takemori (via e-mail)

#259



January 23, 2012

JOHN MEYER DRI COORDINATOR  
TAMPA BAY REGIONAL PLANNING COUNCIL  
4000 GATEWAY CENTER BLVD SUITE 100  
PINELLAS PARK FL 33782

Re: Resolution No. R12-007 – Amended and Restated Development Order for Lake Hutto Development of Regional Impact (DRI #259) NOPC 10-0441

Dear Mr. Meyer:

Attached is a certified original of referenced resolution, which was adopted by the Hillsborough County Board of County Commissioners on January 10, 2012.

We are providing this original for your files.

Sincerely,

  
\_\_\_\_\_  
Julia Poupart, Director  
BOCC Records/VAB

bam

Certified Mail Receipt # 7003 3110 0004 4684 5138

Attachment

cc: Board files (orig.)  
Ray Eubanks, Administrator, Community Planning & Development (orig. ltr.)  
Andrea E. Zelman, Esq., Fowler White Boggs (orig. ltr.)  
Nancy Y. Takemori, Assistant County Attorney  
Paige Ward, County Attorney's Office  
John Healey, Development Services, Community Design  
Christopher Weiss, Property Appraiser's Office  
Tracy Torres, Property Appraiser's Office  
Mary Mahoney, Business and Support Services, Special Projects  
Nancy Milam, County Attorney's Office  
Sharon Sweet, BOCC Records

**DEVELOPMENT ORDER  
FOR DRI NO. 259  
LAKE HUTTO**

**RESOLUTION # R12-007**

**RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA  
AMENDING AND RESTATING THE DEVELOPMENT ORDER FOR  
LAKE HUTTO DEVELOPMENT OF REGIONAL IMPACT #259; SETTING FORTH FINDINGS  
OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL PURSUANT TO  
CHAPTER 380, FLORIDA STATUTES, AND ESTABLISHING AN EFFECTIVE DATE.**

Upon motion of Commissioner Higginbotham, seconded by Commissioner Murman, the following Resolution was adopted on this 10<sup>th</sup> day of January, 2012, by a vote of (5) to (1).

**WHEREAS**, on September 22, 2004, Pulte Home Corporation filed an Application for Development Approval for the Lake Hutto Development of Regional Impact (DRI #259) (the "Development") pursuant to the provisions of Section 380.06, Florida Statutes; and subsequently provided additional information in a Sufficiency response on March 4, 2005, a Second Sufficiency response on May 31, 2005, and a Third Sufficiency Response on August 12, 2005 (the Application for Development Approval and Sufficiency Responses are hereafter referred to collectively as the "ADA" ).

**WHEREAS**, on December 5, 2006, the Board of County Commissioners adopted Resolution No. R06-271 approving the Lake Hutto DRI #259 Development Order (the "Development Order"); and

**WHEREAS**, on May 24, 2007, NNP IV – Lake Hutto, LLC purchased the DRI property in its entirety from Pulte Home Corporation; and

**WHEREAS**, on February 23, 2010, NNP IV – Lake Hutto, LLC (hereinafter referred to as the "Applicant" or "Developer") submitted a Notice of Proposed Change to a Previously Approved Development of Regional Impact for Lake Hutto (hereinafter the "NOPC"); and

**WHEREAS**, the changes proposed in the NOPC include: amend the development approvals to decrease residential development by 593 units, increase retail uses by 25,000 square feet, increase general office uses by 99,000 square feet; and add 36,000 square feet of medical/dental office; extend the build-out date from December 31, 2015 to December 31, 2024, based on a revised 380.06 transportation analysis and the 4-year extension granted by the Florida Legislature pursuant to House Bill 7207; modify the required roadway improvements and timing of improvements and contributions, based upon the revised transportation analysis; revise Map H to reflect changes in land uses, add two additional access points on FishHawk Boulevard and one additional access point on Boyette Road, modify preservation/significant habitat boundaries based on the approved Wildlife Habitat Management Plan, modify the wetland boundaries based on approved jurisdictional delineations, and modify the Development Program Table; modify the Land Use Conversion Matrix to reflect the revised development program in accordance with the revised transportation analysis and include Day Care, Private School (K-8), Fitness Center and ACLF Uses; and modify the development order to include a voluntary workforce housing program and incorporate all other changes described herein; and

**WHEREAS**, on November 15, 2010, April 5, 2011, July 18, 2011, and October 4, 2011 the Developer filed Responses to Comments on the NOPC with reviewing agencies; and

**WHEREAS**, on November 14, 2011, the TBRPC found that the Developer had provided sufficient data to prepare a Final Report for the project pursuant to Subsection 380.06(10)(b), Florida Statutes; and

**WHEREAS**, the Proposed Changes shall constitute the First Amendment to the Development Order; and

**WHEREAS**, the Board of County Commissioners has reviewed and considered the Proposed Changes, as well as all related testimony and evidence submitted by the Developer concerning the Proposed Changes; and

**WHEREAS**, the Board of County Commissioners as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider the Proposed Changes and to amend the Development Order; and

**WHEREAS**, pursuant to Section 380.06, Florida Statutes, public notice was given that a public hearing would be held by the Board of County Commissioners to consider the NOPC; and

**WHEREAS**, on January 10, 2012 the Board of County Commissioners held a duly noticed public hearing on said NOPC and heard and considered testimony, reports, recommendations and other documents from the Tampa Bay Regional Planning Council, the Hillsborough County Development Services Department, other state and local government agencies, and interested citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 10th DAY OF January, 2012 AS FOLLOWS:**

**I. THAT THE FOLLOWING FINDINGS OF FACT ARE MADE:**

- A. Lake Hutto DRI project is approximately 1,127 acres and is located in southern Hillsborough County, approximately five miles northeast of the Interstate I-75 Gibsonton/Riverview exit and south of the Alafia River.
- B. The Developer's authorized agents for all purposes herein Rick Harcrow, Senior Vice President, Newland Communities, 1137 Marbella Plaza Drive, Tampa, FL 33619, Andrea Zelman, Esq, Fowler White Boggs P.A., 501 East Kennedy Boulevard, Suite 1700, Tampa, FL 33602 and Elizabeth Abernethy, AICP, WilsonMiller Stantec, 2205 N. 20<sup>th</sup> Street, Tampa, Florida 33605.
- C. The proposed development is not in an Area of Critical State Concern as designated pursuant to Section 380.05, Florida Statutes.

- D. A comprehensive review of the impacts generated by the NOPC has been conducted by the Hillsborough County Development Services Department, the Hillsborough County Environmental Protection Commission, the Hillsborough County City-County Planning Commission (the "Planning Commission"), the Tampa Bay Regional Planning Council ("TBRPC") and other affected agencies.
- E. All procedural requirements of Section 380.06, Florida Statutes, and the Hillsborough County Land Development Code have been complied with.
- F. The impacts of the changes requested in the NOPC are adequately addressed by the terms and conditions of this Resolution pursuant to the requirements of Section 380.06, Florida Statutes.

**II. THAT THE FOLLOWING CONCLUSIONS OF LAW ARE MADE:**

- A. The changes proposed for the Development will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area and is consistent with the State Comprehensive Plan.
- B. The changes proposed for the Development are consistent with local land development regulations and the adopted local comprehensive plan.
- C. The changes proposed for the Development are consistent with the report and recommendations of the Tampa Bay Regional Planning Council.
- D. In considering whether the changes for the Development should be approved subject to conditions, restrictions, and limitations, Hillsborough County has considered the criteria stated in Subsection 380.06(14), Florida Statutes and Chapter 9J-2, FAC.
- E. The review by Hillsborough County, the HCCPC, the TBRPC, and other reviewing agencies and interested citizens indicates that impacts are adequately addressed pursuant to the requirements of Section 380.06, Florida Statutes, within the terms and conditions of this amended DRI Development Order.
- F. The Development shall be subject to the terms of the amended DRI Development Order and shall not be subject to further DRI review pursuant to Section 380.06, F.S., unless the BOCC determines that any proposed changes to the Development constitute a substantial deviation pursuant to Section 380.06(19), F.S., and the conditions contained herein.
- G. Based on the above findings of fact, the Board of County Commissioners hereby approves the NOPC, including the amended Lake Hutto Development of Regional Impact Master Development Plan ("Map H"), dated March 2011, as set forth in **Exhibit B**, the Land Use Equivalency Matrix, as set forth in **Exhibit C**, the Amended and Restated General Conditions and Specific Conditions as set forth below and incorporated into this Resolution by reference.

### III. GENERAL PROVISIONS

- A. This Resolution shall constitute Amended and Restated Development Order of Hillsborough County for the Lake Hutto DRI.
- B. This amended Development Order provides specific approval for a single phase development.
- C. The above stated recitals, findings of fact and conclusions of law are incorporated into, and by this reference made a part of, this DRI Development Order.
- D. The legal description of the property set forth in **Exhibit A** is hereby incorporated into and by reference made a part of this DRI Development Order.
- E. All development within the Lake Hutto DRI shall occur in accordance with this Amended and Restated Development Order.
- F. All provisions contained within the ADA and Sufficiency Responses are incorporated herein by this reference and shall be considered conditions of this amended DRI Development Order, unless inconsistent with the terms and conditions hereof, in which case the terms and conditions of this DRI Development Order shall control.
- G. Unless otherwise provided for in this amended DRI Development Order, the definitions contained in Chapter 380, F.S., shall govern and apply hereto.
- H. This amended DRI Development Order shall be binding upon the Developer and its assignees or successors in interest, including any entity (i.e., including but not limited to Community Development Districts or Property Owner's Association) which may assume any of the responsibilities imposed on the Developer by this amended DRI Development Order or any subsequent owner(s) of the property. Any reference to the Developer herein shall include subsequent assignees.
- I. It is understood that any reference herein to any specific individual or governmental agency shall be construed to include any future instrumentality which may be created or designated as successor in interest to, or which otherwise possesses any of the powers and duties of such individual, branch of government or governmental agency.
- J. In the event any portion of this amended DRI Development Order shall be found to be unenforceable by a court of competent jurisdiction, and if the Developer and the County mutually agree that the deletion of such provision(s) does not affect the overall intent (nor materially impair the benefits negotiated by each party hereunder), then, in that event, the remainder of this DRI Development Order shall remain in full force and effect.
- K. In each instance in this amended DRI Development Order where the Developer is responsible for ongoing maintenance obligations, the Developer may request the transfer any or all of its maintenance responsibilities to an appropriate private or public body authorized to perform such responsibilities. Nothing contained herein shall be construed as an obligation on the part of any such private or public body to accept said maintenance responsibilities.

- L. Proposed development activity that constitutes a substantial deviation from the terms or conditions of this amended DRI Development Order under the terms of Section 380.06(19)(b), F.S., as it may be subsequently amended or superseded, or other proposed changes to the approved DRI which are determined to be substantial deviations pursuant to the criteria and procedure of Section 380.06(19), F.S., as it may be subsequently amended or superseded, shall result in further DRI review pursuant to Chapter 380.06, F.S., as it may be subsequently amended or superseded.
- M. The Administrator, or the Administrator's designee, shall be responsible for monitoring and assuring compliance with all terms and conditions of this amended DRI Development Order. For purposes of this condition, the Administrator may rely upon or utilize information supplied by any Hillsborough County department or any of the applicable federal, state or local agencies having particular responsibility over the area or subject involved. The Administrator shall report to the BOCC any findings of substantial deviation from the terms and conditions of this DRI Development Order. In the event of a deviation, the Administrator may recommend that the BOCC establish a hearing to consider such deviations and appropriate remedies. Any development activity constituting a change from the approved development plan shall also be reviewed, where appropriate, pursuant to the provisions of the Hillsborough County Land Development Code.
- N. The Developer shall file an annual report in accordance with Section 380.06(18), F.S., and Rule 9J-2.025 (7), F.A.C., (2003). The report shall be submitted on the State Land Planning Agency DRI Annual Report Form adopted for such purposes. Such report shall be due each and every year on December 5, the anniversary of the date of the first adoption of this DRI Development Order until such time as all terms and conditions of this DRI Development Order are satisfied. Such report shall be submitted to all statutorily required governmental agencies including, without limitation, the County, EPC, the State Land Planning Agency, DEP, and TBRPC. The annual report shall be submitted to the BOCC for review. The BOCC shall review the report for compliance with the terms and conditions of this DRI Development Order. The Developer shall be notified of any BOCC hearing wherein such report is to be reviewed. The receipt and review of such annual report by the BOCC shall not be considered a substitute or a waiver of any terms or conditions of this DRI Development Order. This report shall contain:
1. The information required by DCA to be included in the annual report, which information is described in Rule 9J -2.025(7), F.A.C. (2003);
  2. A statement setting forth the name(s) and address(es) of any assignee or successor in interest to the Developer in this DRI Development Order;
  3. A statement indicating whether or not the Developer has utilized the Equivalency Matrix. The land use entitlements increased or decreased during the reporting year and cumulatively shall be reported as shall be the remaining development entitlements;
  4. Any other reporting specifically required in this DRI Development Order.
- O. The buildout date for the Project is December 31, 2024, and this amended DRI Development Order shall expire on December 31, 2026. The Developer shall commence development of the Project no later than June 30, 2007, provided that the Developer has timely received all necessary, final and nonappealable permits to do

so. In the event that the Developer has not timely received all necessary, final and nonappealable permits to commence development of the Project on or before June 30, 2007, for any reason beyond the Developer's control, then the development of the Project shall commence within sixty (60) days after receipt of all necessary, final and nonappealable permits to do so. [Development has commenced by deadline date herein].

- P. The Project approved hereby shall not be subject to down-zoning, or intensity reduction until December 31, 2024 unless the local government can demonstrate that substantial changes in the conditions underlying the approval of this amended DRI Development Order have occurred, or that this DRI Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.
- Q. Any headings contained in this amended DRI Development Order are for informational purposes only and shall not be construed as limiting or defining any term or condition contained in this DRI Development Order.
- R. This Amended and Restated DRI Development Order shall become effective concurrent with approval of the Development Agreement referenced in Section IV.B. herein.
- S. All actions tied to the effective date of this amended DRI Development Order shall be tolled during any period this DRI Development Order may be on appeal pursuant to Section 380.07, F.S., or subject to any other judicial or administrative challenge.
- T. Within thirty (30) days after adoption, a certified copy of this Resolution, together with all exhibits hereto, shall be transmitted by the ex officio Clerk to the BOCC by certified mail or other delivery service for which a receipt as proof of service is required, to State Land Planning Agency, TBRPC, and the Developer.

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**IV. SPECIFIC CONDITIONS**

A. Proposed Development Program

1. The development of the project shall proceed as follows:

**Table A-1**

<b>Development Program <sup>(1)</sup></b>					
<b>Land Use</b>	<b>Parcel <sup>(3)</sup></b>			<b>Total DRI</b>	<b>Units</b>
	South	Northwest	Northeast		
<b>Residential Total</b>	<b>1,856</b>	<b>725</b>	<b>18</b>	<b>2,599</b>	<b>DU</b>
Single Family Detached	992	571		1,563	DU
Single Family Attached <sup>(2)</sup>	664	154	18	836	DU
Multi-Family (Apartments)	200			200	DU
<b>Retail Total</b>	<b>207,500</b>	<b>2,500</b>		<b>210,000</b>	<b>Sq.Ft.</b>
Town Center	205,000			205,000	Sq.Ft.
Village Center	2,500	2,500		5,000	Sq.Ft.
<b>Office Total</b>	<b>219,000</b>		<b>60,000</b>	<b>279,000</b>	<b>Sq.Ft.</b>
Town Center	219,000			219,000	Sq.Ft.
Village Centers			60,000	60,000	Sq.Ft.
<b>Medical/Dental Office Total</b>	<b>36,000</b>			<b>36,000</b>	<b>Sq.Ft.</b>
Town Center	36,000			36,000	Sq.Ft.
<b>Elem./Middle School/Park</b>	<b>32</b>			<b>32</b>	<b>Acres</b>
<b>Public Park</b>		<b>20</b>		<b>20</b>	<b>Acres</b>

<sup>(1)</sup> Land uses & amounts may be modified in accordance with the Land Use Equivalency Matrix provided in the DO; Day Care, Recreational - Fitness, Adult Congregate Living Facility and Private School uses may be located in Residential, Town Center and Village Centers subject to a land use equivalency approval  
<sup>(2)</sup> Single Family Attached dwellings include townhomes, duplexes, villas and condominiums  
<sup>(3)</sup> Single Family Detached and Attached dwellings may be relocated between Parcels, provided that the max. number of units shall not exceed: Northwest - 794, Northeast - 30 (2 DU/Acre); and South - 2,350 (4 DU/Acre)

Where square footage totals are referred to in this Development Order, said term shall mean "gross square feet".

2. At the time of selection of a land use trade-off under the Equivalency Matrix, attached hereto and incorporated herein as **Exhibit C**, the Developer shall provide a copy of the trade-off request to the State Land Planning Agency and TBRPC for review a minimum of 14 days prior to approval by Hillsborough County. This condition shall not be construed as a requirement for an approval of a particular land-use trade-off so long as the desired trade-off is consistent with the conversions set forth in the Equivalency Matrix. The DRI Annual Report shall include information identifying the cumulative amounts of development that have occurred through the use of the Equivalency Matrix and resulting tradeoffs of approved land uses as of the annual report date. Tradeoffs between approved land uses shall be limited to the minimums and maximums identified.

B. Transportation

1. Proportionate Share and Mitigation to be Provided.  
 The Developer's proportionate-share mitigation dollar amount for the traffic impacts of this Project has been determined to be twenty-three million one-hundred and twenty-five thousand and eight-hundred and ninety-six dollars (\$23,125,896.00) (the "Proportionate Share"), as calculated using FDOT District 7 Roadway Cost per Centerline Mile (Revised June 2010). The Developer shall mitigate for the traffic impacts of the Development by providing the Required Improvements and Required Contributions listed in Table B-1, as further defined in a Development Agreement attached hereto as Exhibit D, regardless of cost, which shall be conditions of approval.

**Table B-1  
 Required Improvements and Contributions**

<b>Location</b>	<b>Improvement/Contribution</b>
FishHawk Blvd. Segment 1: Bell Shoals Rd. to easternmost project driveway of South Tract	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study
FishHawk Blvd. Segment 2: FishHawk Ridge Dr. to Lithia-Pinecrest Rd.	Operational Improvements including a signal at the Middle School entrance with eastbound left turn lanes and westbound right turn lanes, a signal at the High School entrance including eastbound left turn lanes and westbound right turn lanes, signalization when warranted at Fishhawk Ridge Drive, and an EB left turn lane at the Sports Complex main entry.
Bell Shoals Rd. from Bloomingdale Ave. to Glenhaven Dr.	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study
Bell Shoals Rd. from Glenhaven Dr to Fishhawk Blvd.	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study, including the bridge segment over the Alafia. The obligation to construct the bridge segment over the Alafia River is subject to the County's agreement to pay for the construction of that bridge segment.
Bell Shoals Rd. & Boyette Rd./FishHawk Blvd. Intersection	Contribution to Hillsborough County construction of the intersection improvements
Bell Shoals Road from Bloomingdale Ave. to FishHawk Blvd 100% Design	Prepare 100% Plans for widening to 4 lanes, including necessary intersection improvements
Lithia-Pinecrest Road from Bloomingdale to Lithia Ridge/Adelaide 60% Design	Prepare 60% Plans for widening to 4 lanes, including necessary intersection improvements
I-75/Gibsonton Ramp Improvements	Developer shall provide a monetary contribution to be used to help fund these improvements.
Hartline Park n' Ride facility - District Park on Fishhawk Boulevard	Developer shall provide a monetary contribution to be used to help fund the construction costs of this facility.

2. Development Agreement: The County and the Developer shall enter into a Development Agreement, (**Exhibit D**), setting forth the terms and conditions governing the design, permitting, construction and right of way acquisition for the Required Improvements. The Development Agreement also contains:
- (a) Requirements regarding the timing of the Required Improvements to insure that they are expeditiously constructed.
  - (b) Requirements limiting the number of plats that can be approved prior to commencement of construction of the Required Improvements.
  - (c) Obligations of both the Developer and the County with regard to the acquisition of right-of-way for improvements.
  - (d) Acknowledgment and agreement by the Developer to construct Required Improvements at a cost that may exceed the Developer's Proportionate Share.
  - (e) Requirements for financial performance guarantees to ensure that the improvements will be completed in accordance with the applicable schedule.
  - (f) Indemnification requirements.
  - (g) A requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further building permits or development approvals shall be issued until the mitigation obligations have been recommenced to the satisfaction of the County.
  - (h) Other provisions as deemed appropriate by the County.

Changes to the Development Agreement that materially affect the requirements in Section IV.B.1 and/or Table B-1 above shall be amended in the Development Order through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the Development Agreement shall not require an NOPC or a Development Order Amendment.

3. Previously Satisfied Development Order Conditions:

- (a) I-75/Gibsonton Ramp.  
When requested to do so by Hillsborough County or at the date on which the 1350<sup>th</sup> certificate of occupancy is issued, whichever is earlier, the Developer shall submit the cash payment of one million dollars (\$1,000,000.00) to Hillsborough County in order to help fund a portion of the 1-75/Gibsonton Ramp Improvements. [This condition has been satisfied; Payment of \$1,000,000 was made to FDOT in two installments in February 2008 and July 2008.]

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- (b) Hartline Park n' Ride.  
The Developer shall, within six (6) months of the effective date of this Development Order, or no later than the date on which a Certificate of Occupancy is issued for any structure within the Development, whichever is earlier, submit a cash payment of one-hundred thousand dollars (\$100,000.00) to Hartline to help fund the construction of a Hartline Park n' Ride facility to be located in the District Park on Fishhawk Boulevard. [This condition has been satisfied; the developer made the cash payment of \$100,000 to Hartline on September 28, 2007].
- 4. The obligations set forth in Table B-1 and in B-3.(a) - (b) above, and as set forth in the Development Agreement attached as Exhibit D, shall fully and completely satisfy the transportation mitigation requirements of this Development.
- 5. The Developer agrees to use due diligence to design and identify right-of-way needs, provide the right-of-way (with the exception of the necessary right-of-way for the Bell Shoals improvements as referenced above) and construct those Required Improvements identified in Table B-1 above. If necessary, the County agrees to utilize its powers of eminent domain to acquire any needed right of way for the Required-Improvements upon the execution of the Development Agreement. All legal, engineering and design costs and expenses attributable to acquiring the right-of-way shall be paid by the Developer, except for those costs and expenses related to the necessary right-of-way for the Bell Shoals improvements to be funded by the County as provided in this Development Order and in the Development Agreement.
- 6. Impact Fee/Mobility Fee Offsets.
  - (a) The Developer shall be entitled to impact fee offsets as determined in accordance with the Consolidated Impact Assessment Program Ordinance.
  - (b) In the event that Hillsborough County adopts a Mobility Fee ordinance that operates in lieu of its transportation impact fee program, the Developer shall be entitled to any available offsets against Mobility Fees that may be provided for in that ordinance, in accordance with the provisions thereof.
  - (c) Nothing herein shall be construed as a waiver of Developer's right to contest the validity of the Impact Fee Ordinance, a subsequently adopted Mobility Fee ordinance, the fees assessed thereunder, or the offsets to be provided.
- 7. Intersection Improvements.  
Prior to Construction Plan approval for the adjacent Parcel, the Developer shall provide a traffic analysis, signed by a Professional Engineer, showing the length of the required left and right turn lanes needed to serve development traffic. The turn lanes shall be constructed to FDOT and/or

Hillsborough County standards using FDOT standard Index 301 & 526, and an asphalt overlay shall be applied over the entire portion of roadway where a left turn lane is provided. The Developer shall construct the turn lanes listed in Table B-2 at its expense at the time of the entrance construction:

**Table B-2**

<b>DRIVEWAY</b>	<b>TRAFFIC CONTROL/GEOMETRY</b>
FishHawk Boulevard & Driveway #1 (Access to Western Town Center)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #2 (Mosaic Drive)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #3 (Access to Central Town Center)	Construct an EB right-turn lane (right-turn in/right-turn out only), a second EB through lane, and a second WB through lane.
FishHawk Boulevard & Driveway #4 (Circa FishHawk Blvd.)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #5 (Access to Eastern Town Center)	Construct an EB right-turn lane (right-turn in/right-turn out only), a second EB through lane, and a second WB through lane.
Boyette Road & Driveway #6	Full-access with a one-lane approach in each direction, and EB left turn lane, subject to determination by the County at the time of final design and permitting.
Boyette Road & Driveway #7	Construct a single-lane roundabout.
Boyette Road & Driveway #8	Full-access with a one-lane approach in each direction, and SB left turn lane.subject to determination by the County at the time of final design and permitting.
Boyette Road & Driveway #9	Full-access with a one-lane approach in each direction, and EB left turn lane subject to determination by the County at the time of final design and permitting.
FishHawk Boulevard & Driveway #10 (Osprey Ridge Drive)	No improvements necessary.
FishHawk Boulevard & Driveway #11 (FishHawk Ridge Drive)	Signalize when warranted.
Lithia Pinecrest Road & Driveway #12	Full-access; construct NB left-turn lane and one EB approach lane, subject to determination by the County at the time of final design and permitting.
Lithia Springs Road & Driveway #13	Full-access; one NB approach lane and one WB left turn lane.
Lithia Pinecrest Road & Lithia Springs Road	Full-access; construct NB left-turn lane.

8. Traffic Monitoring. The Developer shall conduct a traffic monitoring program to verify that the trips generated by Lake Hutto do not exceed those assumed in the transportation analysis. Traffic counts shall be conducted within 90-days for the Annual Report submittal date unless otherwise approved by the County. The Developer shall provide traffic counts as part of the annual report to identify project trips. This monitoring program shall begin once certificates of occupancy have been issued for 50% of the dwelling units or the equivalent in terms of trip generation for which the project is entitled, and continue on an annual basis until full project build-out.
  - (a) The monitoring program will consist of PM peak hour two-way counts from 4:00 to 7:00 PM, with subtotals at 15-minute increments, at the project entrance driveways. Only turns to and from the project entrances need to be counted (through volumes will not be required). The sum of the project entrance trips will be totaled by 15-minute increments and the highest four consecutive 15-minute totals will be summed to determine the PM peak hour for project traffic. This total is assumed to include new external trips and pass-by trips. The total PM peak hour project traffic at the driveways was estimated to be 2,722 new external and 266 pass-by, for a total of 2,988 trip ends.
  - (b) If the monitoring results demonstrate that the project is generating more than fifteen percent above the estimated number of actual driveway trips stated above, Hillsborough County may conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and may amend the Development Order to change or require additional roadway improvements. The revised Transportation Analysis shall be subject to review by all appropriate review entities.
9. In the event that the performance by the Developer of the commitments set forth in this Development Order shall be interrupted or delayed by war, riot, civil commotion or natural disaster then Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
10. The Development will also be designed to encourage non-vehicular modes of transportation by providing an inter-connected pedestrian network. This network will connect the residential areas to the schools, office, shopping and recreational areas.

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C. Air Quality/Wind and Water Erosion

Best management practices shall be employed during site preparation and construction to minimize air quality impacts. Short-term (temporary construction) impacts on air quality will be mitigated by the contractor, developer and/or builder employing approved dust control measures to minimize wind erosion and particulate air pollution. Such measures include grassing, watering, seeding, mulching and/or a combination of dust suppression methods for cleared areas that are awaiting building activities, installing wind screens, covering open-top haul trucks during transit, and maintaining internal haul roads.

D. Soils

1. Soil conservation measures may include staked hay bale barriers, siltation screens, water truck spraying, sedimentation ponds, berms and quick sodding. There shall be regular inspection of siltation screens or hay bales during construction to ensure correct functioning and good condition. The development will be constructed in incremental steps that will also reduce wind and rain induced erosion during construction.
2. Geotechnical studies and/or subsurface explorations shall be conducted during the design phase to verify the subsurface conditions in the project area.
3. Surface strippings containing organics, unsuitable for structural use, shall be temporarily stockpiled on an individual project basis and will be utilized for landscape topsoil and landscape berms as needed.
4. All surface strippings that are to be utilized for landscape topsoil and berms will be treated to reduce germination/growth of exotic or nuisance species.

E. Stormwater Management and Water Quality

1. In order to protect surface water quality, stormwater exiting the site shall meet or exceed all applicable State water quality standards.
2. Wetlands shall not be displaced by the installation of stormwater conveyance and treatment swales, unless otherwise approved by reviewing agencies.
3. The Developer shall implement a stormwater treatment/management plan that meets the criteria in Sections 40D-4 and 40D-40, FAC. Best Management Practices, as published by SWFWMD, will be implemented where practical to further enhance the aforementioned criteria. The stormwater management system shall be designed to maintain the natural hydro period of the receiving wetlands.

4. The stormwater management system will be operated and maintained by a Property Owners' Association or a CDD as established under the laws of the State of Florida. Where appropriate, governmental entities may also assume maintenance of such systems.
5. The Developer or other responsible entity(ies) shall have a licensed engineer conduct annual inspections of the stormwater management systems on the project site to ensure that the system is being properly maintained in keeping with its design, and is capable of providing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each annual report.
6. Prior to any site alteration activities associated with the project, the Developer shall implement a groundwater monitoring program approved by the DEP, Hillsborough County, Tampa Bay Water or other applicable agencies. The monitoring plan shall include appropriate provisions for the characterization of the pre-development baseline water quality and water level conditions of the sites groundwater. The groundwater monitoring program required pursuant to this condition shall include identification of well locations, sampling frequency, and sampling duration, as well as parameters to be monitored and applicable collection and analytical methods.  
[This condition has been satisfied; the Development Wide Groundwater and Surface Water Quality Monitoring Plans were submitted to Hillsborough County, EPC, SWFWMD, FDEP and Tampa Bay Water on November 19, 2007]
7. Upon completion of the pre-development groundwater program, a report of results will be submitted to the DEP and Tampa Bay Water for review and approval. In addition to the official laboratory results, the report shall include recommendations regarding monitoring during construction and post construction. Any proposed construction and post-construction monitoring plans developed pursuant to this condition shall be submitted to the DEP and Tampa Bay Water for review and approval. After the initial data is received, the necessity for further monitoring will be assessed.
8. Prior to commencement of development, the Developer shall also develop and implement a surface water quality management program approved by Hillsborough County, Southwest Florida Water Management District (SWFWMD), DEP and Tampa Bay Water, with the purpose of the monitoring program to ensure that there is no adverse impact to the water quality of the Alafia River. The program shall include details regarding sampling locations, specific parameters, frequency of monitoring, and provide for submittal of monitoring results to the above-listed agencies. [This condition has been satisfied; the Development Wide Groundwater and Surface Water Quality Monitoring Plans were submitted to Hillsborough County, EPC, SWFWMD, FDEP and Tampa Bay Water on November 19, 2007]
9. To prevent adverse effects to the Floridian aquifer there shall be no stormwater pond/lake excavation into or through the Floridian aquifer's confining layers. Special attention shall be given to the shallow, semi-continuous nature of the Floridian aquifer confining layer by Hillsborough

County and SWFWMD during the design plan review/approval/permitting process. During construction, the contractor shall be required to notify the project geotechnical consultant if deep clays or limestone materials are encountered during construction operations; and any such concerns shall be properly evaluated, with appropriate remedial repairs made by the contractor, to insure no adverse impact to the limestone Floridian aquifer system.

10. Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole formation. During project design, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area via a series of Standard penetration test boring, to evaluate at least the following: depth to clayey semi-confining unit, thickness of the unit; consistency and integrity of the unit; depth to uppermost limestone unit; and check for significant evidence of overburden soil erosion/raveling related to karst activity. If any significant karst-related evidence is discovered, then Tampa Bay Water and the appropriate regulatory agencies shall be notified and additional appropriate geotechnical testing and evaluation shall be recommended and implemented.
11. The Developer shall implement signage and resident education advocating surface water protection.
12. Low impact development techniques shall be used to the greatest extent practicable and achievable throughout the development, particularly in areas draining directly to the Alafia River. These techniques shall include, but not be limited to, techniques such as retaining as much existing native vegetation as possible, shallow vegetated swales, Florida-friendly plant selections, small recessed garden area in landscaped areas, pervious pavement technologies and stabilized grass areas for overflow parking.
13. The historic average volume of stormwater runoff discharged from the project should not be decreased post-development. The applicant shall in cooperation with Tampa Bay Water and to the extent the permitting agencies (Hillsborough County and SWFWMD) can allow, consider stormwater design solutions which achieve this goal (i.e. use of swale systems and reducing treatment volume requirements). The applicant shall provide a computer model hydrologic/hydraulic analysis demonstrating Project build-out water withdrawal volumes at the Tampa Bay Water Bell Shoals intake are not reduced from pre-development conditions by performing long-term (minimum 5-year) computer model simulations that include dry, average and wet conditions.
14. All site plans and plats generated and/or submitted by the applicants/developers during the course of permitting and development activities shall show the Tampa Bay Water easements. In addition, all site plans shall show the facilities located within Tampa Bay Water's easements. Tampa Bay Water agrees to provide the necessary facilities information in Florida State Plane Coordinate System/AutoCAD electronic files to the applicants/developers. The applicants/developers shall demonstrate to

Tampa Bay Water's reasonable satisfaction that development activities comply with the order of Taking in Connection with Parcel 1301.12P/T and the Stipulated Final Judgment as to Parcels 1301.12(P), 1301.12(T) and the easement conditions contained therein.

F. Open Space/Wetlands/Vegetation and Wildlife

1. Any activity interfering with the integrity of the wetlands, such as clearing, excavating, draining or filling, without written authorization from the Director of Environmental Protection Commission or his designated agent, pursuant to Section 17 of the Hillsborough County Environmental Protection Act and of Chapter 1-11, Rules of Environmental Protection Commission shall be prohibited.
2. In the event that any additional state- or federally-listed species or nesting colonies of wading bird species not already identified are discovered on-site during project development, the Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission ("FWC") and implement the recommended measures for species protection.
3. Prior to the issuance of any building or land alteration permits or other development, the developer will submit a Resource/Habitat Management Plan to Hillsborough County and to FWC for their approval, which plan shall include provisions for managing natural features that will remain after development and on-site preserve areas, including but not limited to Lake Hutto, nuisance species, water quality, and the Florida Goldenaster. The plan shall address all listed species occurring within the preserves. [This condition has been satisfied; and Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008].
4. If fire and/or mechanical vegetation management alternatives are included in the management plan, deed restrictions will be placed on adjacent lots or commercial properties acknowledging that appropriate land management techniques may occur. Should burning be implemented on preservation areas adjacent to residential or commercial uses, appropriate precautionary measures will be outlined in the management plan. Educational material will be published separately for distribution to affected homeowners.
5. The Developer's Resource/Habitat Management Plan will also address management, protection and appropriate uses for the Significant Wildlife Habitat areas. Low-impact recreation trails shall be included in the management plan as an allowable use in such areas. The trails will include signage emphasizing the parameters of the wildlife habitat areas for purposes of education and awareness.
6. Existing native plant communities will be retained to the greatest extent practicable.
7. The Project will be designed to provide connections and continuity between wetland habitat areas.

8. The project site may continue to be used for agricultural activities, but at no greater intensity than at present. No agricultural activities shall be initiated on land not previously under such use. Silvicultural activities shall be limited solely to upland areas and shall not be conducted within 30 feet of the EPC Wetland Line.
10. Prior to the initiation of construction activities the Developer shall contact the Hillsborough County Planning & Growth Management Department Natural Resources Division and arrange for a site visit to verify the presence or non-presence of habitat for gopher tortoises and burrowing owls. Pre-construction surveys shall be provided for gopher tortoises, Sherman's fox squirrels, burrowing owls, and sandhill cranes, as set forth herein in more detail. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
11. Pre-construction surveys for gopher tortoises shall include habitat assessments of each proposed preserve area in order to evaluate mitigation requirements. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
12. Pre-construction surveys for Sherman's fox squirrels shall be conducted during their breeding seasons (May to August and November through January). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
13. Pre-construction surveys for Florida burrowing owls shall be conducted during their breeding season (February to July). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
14. Pre-construction surveys for Florida sandhill cranes shall be conducted during their breeding season (February through April). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction. [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]
15. Southeastern American kestrels have been observed within the project area and appropriate habitat for nesting by the kestrel occurs within the project area. Additional surveys for southeastern American kestrels will be conducted to determine appropriate mitigation for proposed impacts to potential kestrel habits. Survey and habitat delineation methods and associated mitigation requirements shall follow the procedures 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). [This condition has been satisfied; an Upland Habitat Management Plan was submitted and approved by Hillsborough County on September 8, 2008]

16. All stream crossings shall avoid or minimize wetland impacts and utilize design features that span the entire flood plain or incorporate adequate under crossings that maintain wildlife and habitat connectivity.

G. Water Conservation

1. The Project will comply with all applicable county ordinances that establish standards for the development, installation, maintenance and preservation of water for efficient landscaping and irrigation.
2. The Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. This will include providing educational materials on water conservation to the residents and other users within the Project.
3. Prior to construction, the Developer shall investigate the technical, environmental and economic feasibility of using non-potable water from the surficial aquifer and stormwater for irrigation and other purposes within the development. The investigation shall include, at a minimum, the proximity of the non-potable source to the proposed development, the long-term availability of that source, the appropriateness of the source for intended use, and consideration of the installation of distribution lines during construction in anticipation of future availability of the non-potable source. Prior to construction, the Developer shall provide a report detailing this investigation to the County and the Southwest Florida Water Management District.
4. Development shall follow water conservation Best Management Practices for water conservation.
5. The Developer shall use the lowest quality water available for irrigation. Further, the Developer shall participate to the extent feasible in the County's adopted recovered water program and to comply with all applicable regulations governing the receiving of recovered water. Native vegetation, Florida Friendly landscaping and/or drought tolerant landscaping shall be used wherever feasible.
6. Installation of high-efficiency (low volume) plumbing fixtures, appliances, and other water conserving devices shall be as required in the Standard Plumbing Codes (Southern Building Codes) and any other applicable regulation.
7. Individual water meters shall be installed for each housing unit. Rainfall sensor devices shall be included on all irrigation systems.

8. Total water use for the development shall meet the compliance per capita use rate required in the Eastern Tampa Bay Water Use Caution Area, which is part of the SWUCA, of 150 gallons per day.

H. Energy Conservation

The Developer shall encourage the incorporation of energy conservation measures into the site design, building construction and landscaping to the maximum extent feasible.

I. Historical or Archaeological Resources

The discovery of any historical or archaeological resources shall be reported to the Florida Division of Historical Resources and Hillsborough County and the disposition of such resources shall be determined in cooperation with the Florida Division of Historical Resources and Hillsborough County.

J. Floodplains

1. All construction occurring within the 100-year floodplain will comply with applicable Hillsborough County and SWFWMD regulations. Finished floor elevations of all habitable structures shall be constructed above the Federal Emergency Management and/or the latest Hillsborough County Stormwater Master Plan 100-year base flood elevation.
2. Compensation for the loss of 100-year flood storage capacity shall be provided.

K. Wastewater Management

1. Development shall be required to connect to County wastewater service in accordance with the Future of Hillsborough, Comprehensive Plan and Land Development Code. No permanent septic tanks shall be installed within the development site.
2. The Developer shall prepare master plans for water, including consideration of residential sub-metering, wastewater, and if applicable, reclaimed water. The master plans shall be submitted to the County Development Services Department prior to, or not later than, the first preliminary site plan submission. Any modifications to the approved plans necessary to accommodate any change in the development program shall be submitted to the Hillsborough County Development Services Department prior to, or not later than, the first preliminary site plan submission for each phase of development.

L. Solid Waste/Hazardous Waste/Medical Waste

The Project is not intended to include any uses that would generate hazardous waste or toxic materials. However, all commercial and office tenants or purchasers shall be provided with information at the time of purchase or lease which identifies hazardous

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

M. Police and Fire Protection

1. The Developer shall coordinate with the Hillsborough County Sheriff's Office to optimize environmental building attributes prior to construction and to incorporate security improvements throughout the project.
2. The Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

N. Recreation and Open Space

1. The Developer shall dedicate to the Hillsborough County Parks Department a total of 26 acres as dedicated public park area. The Developer shall dedicate twenty (20) acres within the Northwest Parcel, as indicated on Map H, located adjacent to (and in order to facilitate expansion of) the County's planned athletic complex/district park to be located on Fishhawk Boulevard. [This condition has been satisfied; on September 12, 2008, two park sites were conveyed to Hillsborough County, a 20-acre site in the Northwest Parcel, and a 6.1 acre site co-located with the school on the South Parcel.]
2. The Developer shall also dedicate six acres of parkland and park improvements within the Southern Parcel, which park shall be co-located with a combined elementary/middle school site, as described in Section O below. [This condition has been satisfied; on September 12, 2008, two park sites were conveyed to Hillsborough County, a 20-acre site in the Northwest Parcel, and a 6.1 acre site co-located with the school on the South Parcel.]
3. Impact fee offsets will be recognized only for land or improvements which meet the standards for parkland and improvements identified in the Consolidated Impact Assessment Program Ordinance. In instances where parks and schools are co-located, impact fee offsets shall only be granted for land actually dedicated to the County which is otherwise eligible for impact fee offsets.
4. The Project will enhance the regional trail subsystem by providing an interconnected pedestrian/bicycle network. Wherever possible, trails located within the project will be connected to existing trails located on adjacent properties. The trail system will also link neighborhoods within each parcel to the schools, parks, ELAPP trails and town and village centers.
5. On-site open space shall be maintained by the Developer until assigned or transferred to an appropriate maintenance entity, such as a Community Development District or property owners association, or to another governmental entity, if required.

O. Schools

1. The Developer shall convey to the School District of Hillsborough County, and to the County, at no cost to either, a total of 32 acres located on the Southern Parcel, as indicated on Map H dated March 2006, of which 26 acres will be conveyed to the School District for the construction of a combined elementary/middle school. Six acres will be conveyed to the Hillsborough County Parks Department for a park facility which will be co-located with the school site. It is anticipated that the County and the School District will enter into an interlocal agreement with regard to the co-location of park facilities on the school site. Developer will promptly convey this acreage upon request after the effective date of this Development Order. [This condition has been satisfied: on April 25, 2008, a 26-acre school site was conveyed to the Hillsborough County School District and on September 12, 2008, a 6.1 acre park site co-located with the school on the South Parcel was conveyed to Hillsborough County,]
  
2. As part of its initial phase of construction the Developer shall construct the road shown on Map H dated March 2006, and on the General Site Plan dated March 2006, that will provide access to the school site. The road will be constructed and conveyed to the appropriate governmental entity by no later than July 31, 2009. Prior to such conveyance, Developer shall provide for construction vehicle access, as may be necessary. In addition, the Developer shall include the school site within its master drainage plan, so as to enable the School District to avoid the expense of providing on-site stormwater retention. [This condition has been satisfied; the access road and utilities were conveyed to Hillsborough County on July 15, 2009].
  
3. Toward mitigation for inadequate capacity for high school students, the Developer shall make the following monetary contributions to the School District of Hillsborough County for the construction of a new classroom wing at Newsome High School:
  - (a) Within 30 days of the effective date of this Development Order, Developer shall make a payment of five-hundred thousand dollars (\$500,000.00) to the School District; and
  - (b) Developer shall make a payment of one-million dollars (\$1,000,000.00), at the request of the School District, no later than the date on which the District commences construction of the new classroom wing; and
  - (c) Developer shall make a payment of one and one-half-million dollars (\$1,500,000.00), at the request of the School District, no later than the date on which the District receives a certificate of occupancy for the new classroom wing.[This condition has been satisfied; the Developer made three payments to the School District totaling \$3,000,000 for the construction of a new wing at Newsome High School. (\$500,000.00 on May 24, 2007; \$1,000,000.00 on October 24, 2007 and \$1,500,000.00 on July 7, 2008).]

4. The Developer and the School District may enter into contractual agreements separate and apart from this Development Order, if necessary, in order to further clarify the provisions of the in-kind and monetary contributions referenced above.
5. The School District confirms that the in-kind monetary contributions that are to be made pursuant to the Development Order, coupled with the two on-site schools that are approved and budgeted under the School District's five-year work plan, based upon the currently used student generation rates and estimated demand, will provide adequate capacity to accommodate the future residents of this project based upon the number of residences contained herein. If this Development Order were amended sometime in the future to increase the number of residences above the originally approved 3,192 units, the School District would have to perform a new analysis to determine if adequate capacity would still exist.

P. Voluntary Workforce Housing Program

1. Ten (10) percent of the built residential units shall be, at the time of sale or rental, affordable workforce housing, as that term is defined by Florida Statutes Section 420.5095(3)(a), housing affordable to natural persons or families whose total annual household income does not exceed 140% of the area median income. The maximum affordable prices for both sales and rental will generally be determined as follows:
  - (a) The housing affordability limit shall be calculated annually and be based upon the area median income for a family of four;
  - (b) A workforce household qualifying for a unit may spend no more than 30% of the gross annual household income towards rent or mortgage payments, together with property taxes, homeowners association dues, community development district assessments, private mortgage insurance, utilities and homeowners insurance, if applicable;
  - (c) Estimated monthly mortgage payments shall be based on a 30 year fixed loan, at the prevailing mortgage rate, and assuming a five (5) percent down payment;
  - (d) Estimated homeowners insurance shall be calculated based upon the average Hillsborough County rates for a newly constructed home, as provided by the Florida Office of Insurance Regulation; and,
  - (e) Estimated property taxes shall be based upon the previous year's millage rate, as determined by the Hillsborough County Property Appraiser's Office.
2. Provision of such workforce units (or pro rata share thereof) shall be deemed to fully satisfy the voluntary affordable workforce housing program. Units may be provided within the Lake Hutto DRI or in the adjacent FishHawk Ranch DRI. Resale units shall not be counted towards the 10% voluntary workforce housing program.
3. The number of workforce housing units shall be reported in the Annual Report. Units sold in 2009 and 2010 shall count towards the ten (10) percent requirement, as development within the Lake Hutto DRI commenced in 2009.

A minimum of fifty (50) percent of the workforce housing units shall be provided prior to a request for building permits exceeding 50% of the total residential units (1,300 units). If the developer cannot provide the workforce units prior to a request for building permits exceeding 1,300 units, the developer shall submit an alternative affordable housing program for review and approval to Hillsborough County, TBRPC and the State Land Planning Agency or shall submit an affordable housing analysis acceptable to Hillsborough County, the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs through a Notice of Proposed Change (NOPC) application. One hundred (100) percent of the required workforce housing units shall be provided prior to issuance of a building permit any unit which exceeds the 75<sup>th</sup> percentile of total specifically approved residential units (1,950 units).

**STATE OF FLORIDA**  
**COUNTY OF HILLSBOROUGH**

I, PAT FRANK, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board at its regular meeting of January 10, 2012, as the same appears of record in Minute Book 428 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 23rd day of January, 2012.

PAT FRANK, CLERK

By: Micaela K. Dixon  
Deputy Clerk



**APPROVED BY COUNTY ATTORNEY**

By: Doug Steele  
Approved as to form and legal sufficiency

## EXHIBITS

- A. Legal Description
- B. Map H
- C. Land Use Equivalency Matrix
- D. Development Agreement

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LAKE HUTTO**  
**"NORTHWEST"**

DESCRIPTION: A parcel of land lying in Sections 19, 20 and 21, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 19, for a POINT OF BEGINNING, run thence along the South boundary line of said Northeast 1/4 of Section 19, N.89°26'16"W., 116.01 feet; thence N.00°10'01"W., 1438.33 feet; thence S.89°26'16"E., 116.01 feet to a point on the East boundary line of the Northeast 1/4 of said Section 19; thence N.86°41'56"E., 55.77 feet; thence N.58°36'39"E., 355.84 feet; thence N.34°22'05"E., 226.47 feet; thence N.85°08'05"E., 245.43 feet; thence N.69°35'11"E., 16.44 feet; thence S.89°39'27"E., 27.58 feet; thence S.45°38'32"E., 330.13 feet; thence N.58°27'41"E., 218.68 feet; thence N.53°00'00"E., 499.38 feet; thence N.67°54'54"E., 177.86 feet; thence N.69°19'29"E., 1150.36 feet; thence N.02°14'48"W., 117.35 feet to a point on the South boundary line of 30 foot Permanent Easement as recorded in Official Records Book 12097, Page 518 and Official Records Book 11007, Page 292, all in the Public Records of Hillsborough County, Florida; thence along said South boundary line of 30 foot Permanent Easement, said line lying 30.00 feet South of and parallel with the Southerly Maintained right-of-way line of Lithia Springs Road, the following three (3) courses: 1) N.89°59'22"E., 2464.52 feet to a point on the West boundary line of the Northwest 1/4 of the aforesaid Section 21; 2) continue N.89°59'22"E., 515.52 feet; 3) S.89°55'07"E., 280.89 feet; thence S.01°01'59"E., 374.43 feet; thence S.01°01'50"E., 308.46 feet; thence S.85°07'59"E., 393.34 feet; thence S.81°05'04"E., 426.63 feet; thence S.52°25'22"E., 106.91 feet; thence S.29°45'14"E., 172.05 feet; thence S.89°47'38"E., 145.89 feet; thence S.89°27'53"E., 323.09 feet; thence S.89°33'59"E., 407.43 feet to a point on the East boundary line of the Northeast 1/4 of said Northwest 1/4 of Section 21; thence along said East boundary line, S.00°38'29"E., 270.80 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 21; thence along the East boundary line of said Southeast 1/4 of said Northwest 1/4 of Section 21, S.00°38'20"E., 1324.83 feet to the Southeast corner of said Northwest 1/4 of Section 21; thence along the South boundary line of said Northwest 1/4 of Section 21, N.89°52'34"W., 2657.38 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Section 20; thence along the South boundary line of said Northeast 1/4 of Section 20, S.89°46'06"W., 2660.97 feet to the Southeast corner of the Northwest 1/4 of said Section 20; thence along the South boundary line of said Northwest 1/4 of said Section 20, S.89°46'06"W., 692.13 feet; thence S.00°14'16"W., 902.18 feet to a point of curvature, thence Southerly, 157.56 feet along the arc of a curve to the right, having a radius of 850.00 feet, a central angle of 10°37'13", a chord bearing and distance of S.05°32'53"W., 157.33 feet to a point on the Southerly boundary of a Tampa Electric Company Easement, as recorded in Deed Book 1737, Page 20, Public Records of Hillsborough County, Florida; thence N.89°35'19"W., 101.92 feet along said Southerly boundary to a point on a curve; thence Northerly, 157.50 feet along the arc of a curve to the left, having a radius of 750.00 feet, a central angle of 12°01'56", and a chord bearing and distance of N.06°15'14"E., 157.21 feet to a point of tangency; thence N.00°14'16"E., 901.36 feet to a point on the aforesaid South boundary line of the Northwest 1/4 of said Section 20; thence along said South boundary line, S.89°46'06"W., 1868.83 feet to the POINT OF BEGINNING.

Containing 402.539 acres, more or less.

TOGETHER WITH:  
LAKE HUTTO  
"NORTHEAST"

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 16, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 16, run thence along the South boundary line of said Southeast 1/4 of Section 16, the following two (2) courses: 1) N.89°53'34"W., 27.20 feet to the POINT OF BEGINNING; 2) continue N.89°53'34"W., 1327.04 feet to the Southwest corner of the Southeast 1/4 of said Southeast 1/4 of Section 16; thence along the West boundary line of said Southeast 1/4 of the Southeast 1/4 of Section 16, N.00°11'22"E., 609.28 feet to a point on a curve on the South Maintained right-of-way line of Lithia Springs Road; thence along said South Maintained right-of-way line, the following two (2) courses: 1) Easterly, 135.61 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 19°25'30" (chord bearing N.76°47'40"E., 134.96 feet); 2) N.89°38'44"E., 485.18 feet; thence along the South right-of-way line of said Lithia Springs Road, as recorded in Official Records Book 1378, Page 359, of the Public Records of Hillsborough County, Florida, the following two (2) courses: 1) S.38°45'14"E., 21.05 feet; 2) N.89°33'13"E., 106.38 feet to a point on the Southwesterly right-of-way line of Lithia Pinecrest Road, per Florida Department of Transportation Right-of-Way Map Section No. 10508-2603; thence along said Southwesterly right-of-way line, S.43°04'08"E., 862.39 feet to the POINT OF BEGINNING.

Containing 15.043 acres, more or less.

ALSO TOGETHER WITH:

LAKE HUTTO  
"SOUTH"

DESCRIPTION: A parcel of land lying in Sections 24 and 25, Township 30 South, Range 20 East and in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 25, run thence along the East boundary line of said Section 25, N.00°21'49"E., 30.00 feet to a point on the North Maintained right-of-way line of Boyette Road, said point also being the POINT OF BEGINNING; thence along said North Maintained right-of-way line, N.89°59'18"W., 1330.05 feet to a point on the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence along said East and North boundary lines of the Southwest 1/4 of the Southeast 1/4 of Section 25, the following two (2) courses: 1) N.00°15'35"E., 1285.79 feet to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 25; 2) S.89°52'02"W., 1299.00 feet to a point on the East Maintained right-of-way line of Boyette Road; thence along said East Maintained right-of-way line, the following two (2) courses: 1) N.00°10'21"E., 1492.95 feet; 2) N.00°08'14"E., 1136.30 feet to a point on the South boundary line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 25; thence along said South, East and North boundary lines of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 25, the following three (3) courses: 1) N.89°49'45"E., 628.85 feet; 2) N.00°08'45"E., 658.86 feet; 3) S.89°51'59"W., 625.14 feet to a point on the aforesaid East Maintained right-of-way line of Boyette Road; thence along said East and North Maintained right-of-way line of Boyette Road, the following two (2) courses: 1) N.00°29'40"E., 501.66 feet; 2) N.26°05'03"W., 79.32 feet to the West boundary of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the aforesaid Section 25; thence N.00°20'39"E., 105.03 feet to the Northwest corner thereof; thence S.89°58'49"W., 97.33 feet along the South boundary of the Northwest 1/4 of said Section 25 to the Northerly maintained right-of-way line of the aforesaid Boyette Road; thence along said maintained right-of-way line the following three (3) courses: 1) N.56°03'17"W., 25.11 feet; 2) N.78°27'40"W., 101.77 feet; 3) S.89°27'32"W., 1125.49 feet to a point on the West boundary line of the Southeast 1/4 of the Southwest 1/4 of the aforesaid Section 24; thence along said West boundary line, N.00°17'08"E., 1189.21 feet to a point on a curve on the South right-of-way line Fishhawk Boulevard; thence along said South right-of-way line, the following sixteen (16) courses: 1) Easterly, 316.00 feet along the arc of a curve to the left having a radius of 1021.93 feet and a central angle of 17°43'00" (chord bearing N.80°55'47"E., 314.74 feet); 2) S.17°55'44"E., 21.00 feet; 3) N.72°04'16"E., 559.70 feet; 4) S.17°55'44"E., 30.00 feet; 5) N.72°04'16"E., 63.35 feet to a point of curvature; 6) Easterly, 207.41 feet along the arc of a curve to the right having a radius of 836.93 feet and a central angle of 14°11'56" (chord bearing N.79°10'14"E., 206.88 feet); 7) S.03°43'48"E., 12.72 feet; 8) S.89°27'50"E., 4295.00 feet; 9) S.00°32'10"W., 47.00 feet; 10) S.89°27'50"E., 235.00 feet; 11) S.00°32'10"W., 160.00 feet; 12) S.89°27'50"E., 210.00 feet; 13) N.24°54'46"E., 210.79 feet; 14) S.89°27'50"E., 25.00 feet; 15) N.00°32'10"E., 60.00 feet; 16) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter referred to as POINT "B"; thence Southerly along said centerline of Fishhawk Creek to a point hereinafter referred to as POINT "A", (reference line between said POINT "B" and POINT "A" bears, S.01°19'06"E., 4848.77 feet); thence SOUTH, 1045.61 feet; thence S.55°55'06"W., 341.03 feet; thence S.08°19'38"E., 266.46 feet; thence S.09°16'33"E., 124.75 feet; thence S.10°23'32"E., 212.90 feet to a point on the aforesaid North Maintained right-of-way line of Boyette Road; thence along said North Maintained right-of-way line, S.89°58'09"W., 1281.68 feet to a point on the East boundary line of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the aforesaid Section

30; thence along said East, North and West boundary lines of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 30, the following four (4) courses: 1) N.00°58'18"E., 629.51 feet; 2) N.89°55'26"W., 341.73 feet; 3) N.89°57'49"W., 341.66 feet; 4) S.00°21'49"W., 629.74 feet to the POINT OF BEGINNING.

Containing 709.502 acres, more or less. (to the centerline of Fishhawk Creek)

Containing 707.349 acres, more or less. (above Ordinary High Water)

ALLTOGETHER Containing 1,127.084 acres, more or less. (to the centerline of Fishhawk Creek)

ALLTOGETHER Containing 1,124.931 acres, more or less. (above Ordinary High Water)

PHC-TR-001

P:\TR\MP\LEGAL\TR-PULTE

JLS

July 28, 2004

JLS (Revised)

August 9, 2004

JLS (Revised)

August 10, 2004

JLS (Revised NW PAR & O/A acreages by 2.246 Ac.)

February 15, 2005

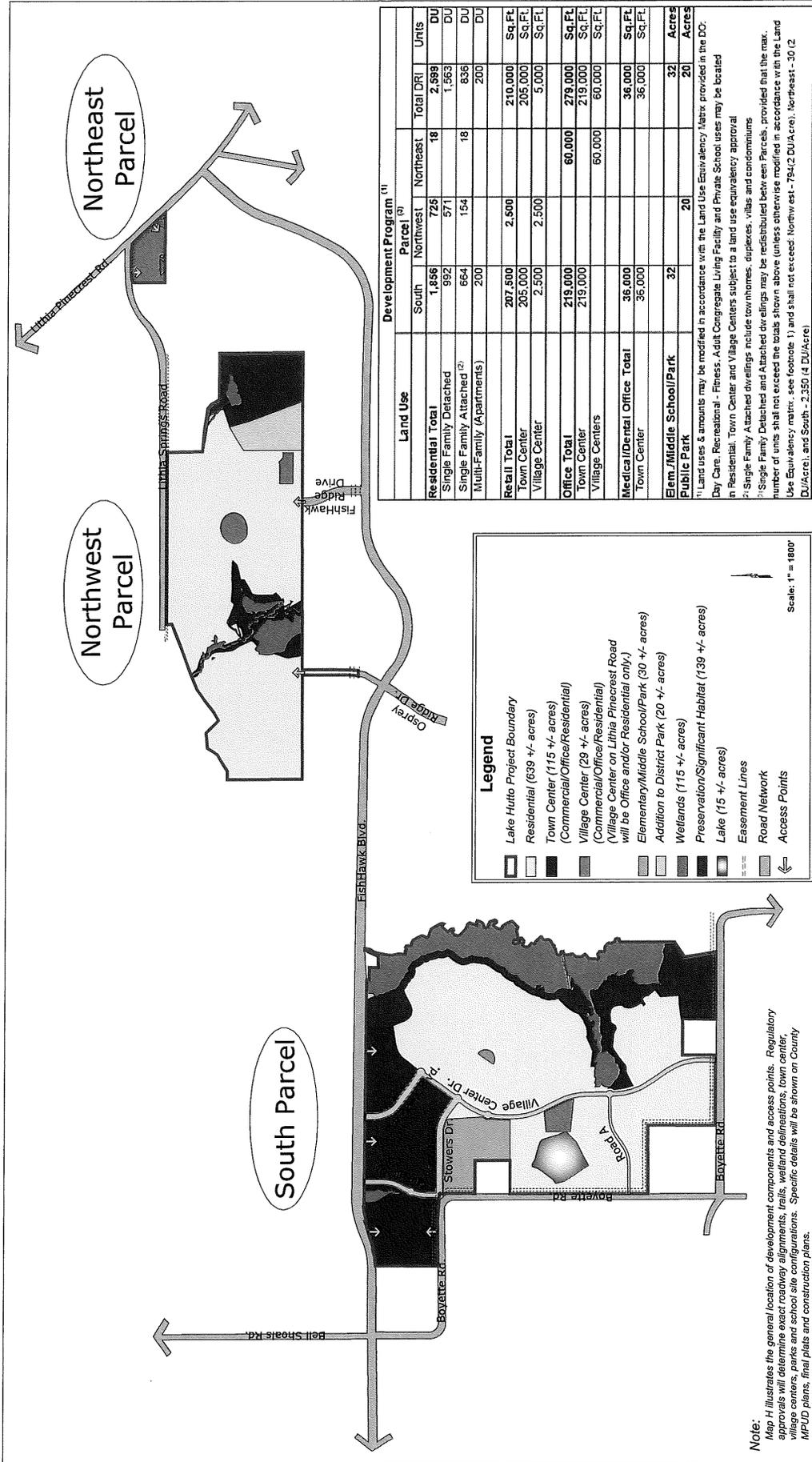
JLS (Revised NE PAR – Southeast corner)

May 20, 2005

PAD (Revised South parcel less out sliver)

November 8, 2005

EXHIBIT B  
MAP H



**Note:**  
Map H illustrates the general location of development components and access points. Regulatory approvals will determine exact roadway alignments, trails, wetland delineations, town center, village centers, parks, and school site configurations. Specific details will be shown on County MPUD plans, final plats and construction plans.

**Legend**

- Lake Hutto Project Boundary
- Residential (639 +/- acres)
- Town Center (115 +/- acres)
- Commercial/Office/Residential (Commercial/Office/Residential)
- Village Center (29 +/- acres)
- Commercial/Office/Residential (Village Center on Lithia Pinecrest Road will be Office and/or Residential only.)
- Elementary/Middle School/Park (30 +/- acres)
- Addition to District Park (20 +/- acres)
- Wellands (115 +/- acres)
- Preservation/Significant Habitat (139 +/- acres)
- Lake (15 +/- acres)
- Easement Lines
- Road Network
- Access Points

**Scale:** 1" = 180'

**Development Program<sup>(1)</sup>**

**Land Use**

Land Use	South	Northwest	Total DRI	Units
Residential Total	1,856	725	2,581	DU
Single Family Detached	992	571	1,563	DU
Single Family Attached <sup>(2)</sup>	664	154	836	DU
Multi-Family (Apartments)	200		200	DU
Retail Total	207,500	2,500	210,000	Sq.Ft.
Town Center	205,000		205,000	Sq.Ft.
Village Center	2,500	2,500	5,000	Sq.Ft.
Office Total	219,000		219,000	Sq.Ft.
Town Center	219,000		219,000	Sq.Ft.
Village Centers		60,000	60,000	Sq.Ft.
Medical/Dental Office Total	36,000		36,000	Sq.Ft.
Town Center	36,000		36,000	Sq.Ft.
Elem./Middle School/Park	32	20	32	Acres
Public Park			20	Acres

<sup>(1)</sup> Land uses & amounts may be modified in accordance with the Land Use Equivalency Matrix provided in the DO. Day Care, Recreational, Fitness, Adult Congregate Living Facility and Private School uses may be located in Residential, Town Center and Village Centers subject to a land use equivalency approval.

<sup>(2)</sup> Single Family Attached dwellings include townhomes, duplexes, villas and condominiums.

<sup>(3)</sup> Single Family Detached and Attached dwellings may be redistributed between Parcels, provided that the max. number of units shall not exceed the totals shown above (unless otherwise modified in accordance with the Land Use Equivalency matrix, see footnote 1) and shall not exceed Northwest-754.2 DU/Acre, Northeast-30.2 DU/Acre, and South-2,350.4 DU/Acre.

**Map H**  
**Master Development Plan**  
**March 2011**

**A Development of Regional Impact**  
By:  
**Newland COMMUNITIES**  
A Division of The Pulte Group, Inc.

**Lake Hutto**  
**Hillsborough County, Florida**

**NOPC Consultant Team**  
Legal: Fowler White Boggs P.A.  
Engineering: Heidt Design  
Geotechnical: Mortensen Engineering, Inc.  
Transportation: Kimley-Horn & Associates, Inc.  
Environmental: ENTRIX

## EXHIBIT C

### EQUIVALENCY MATRIX

Lake Hutto

Trade-off rates based on the following trip generation calculations from NOPC:

Buildout	Change To									
	SF Detached dwelling unit (LUC 210)	SF Attached dwelling unit (LUC 230)	Apartment dwelling unit (LUC 220)	Office General 1,000 s.f. (LUC 710)	Office Medical/Dental 1,000 s.f. (LUC 720)	Retail 1,000 s.f. (LUC 820)	Recreational Fitness Center 1,000 s.f. (LUC 492)	ACLF occupied bed (LUC 254)	Daycare students (LUC 565)	Private School (K-8) students (LUC 534)
SF Detached (LUC 210)	NA	1.95	1.25	0.41	0.25	0.16	0.23	2.11	0.98	1.33
SF Attached (LUC 230)	0.51	NA	0.64	0.21	0.13	0.08	0.12	1.08	0.50	0.68
Apartments (LUC 220)	0.80	1.56	NA	0.32	0.20	0.13	0.18	1.68	0.78	1.07
Office - General (LUC 710)	2.46	4.80	3.08	NA	0.62	0.39	0.56	5.18	2.40	3.28
Office: Medical/Dental (LUC 720)	3.99	7.78	4.98	1.62	NA	0.64	0.90	8.39	3.89	5.32
Retail (LUC 820)	6.28	12.24	7.84	2.55	1.57	NA	1.42	13.21	6.12	8.37

Source: ITE's *Trip Generation*, 8th Edition and the Q21 Transportation Analysis for Lake Hutto.

Example 1: Trade-off 20,000 S.F. of Retail for Office,  $20,000 \text{ s.f.} \times 2.55 = 51,000 \text{ s.f. of Office}$

Example 2: Trade-off 10 S.F. Residential for S.F. Attached,  $10 \text{ S.F. Res.} \times 1.95 = 19 \text{ DU of S.F. Attached}$

- Notes:
- 1) The purpose of the trade-off mechanism is to allow the exchange of units and square footage at the ratios defined above without requiring an NOPC. The Tampa Bay Regional Planning Council and FDCA will be notified 14 days prior to County approval of matrix utilization.
  - 2) The trade-off mechanism identified above is based on traffic generation equivalency. Land use exchanges are limited to respective parcels with no additional transportation analysis required. Changes proposed in accordance with this matrix are subject to County review for parks, schools, water, wastewater, and solid waste concurrency.
  - 3) The maximum trade-off amount is 30% of the total amount of any of the approved uses.
  - 4) Any trade-off exchange must comply with Future Land Use designation maximum allowable density and FAR factors blended over the 3 parcels.
  - 5.) Should any changes be made to residential land uses, the 10% Voluntary Workforce Housing provision shall be modified in accordance with Development Order condition IV.P.3.
  - 6.) There is a 2,500 square feet Community Retail land use located in both the South and Northwest tracts that were not included in the trip generation calculation for the DRI. Therefore, these land uses shall not be included as part of the Land Use Equivalency Matrix.

**Tradeoff rates based on the following trip generation calculations from NOPC Attachment 3.**

Land Use	Size		Gross PM Peak Hour Total	PM Peak Hour Rate(Trips/Unit)
Single Family Detached (LUC 210)	1,563	du	1,248	0.80
Single Family Attached (LUC 230)	836	du	343	0.41
Apartments (LUC 220)	200	du	128	0.64
Office - General (LUC 710)	279,000	ksf	549	1.97
Office - Medical/Dental (LUC 720)	36,000	ksf	115	3.19
Retail (LUC 820)	205,000	ksf	1,029	5.02
Fitness Center (LUC 492)	1	ksf	---	3.53
ACLF (LUC 254)	1	occupied bed	---	0.38
Daycare (LUC 565)	1	students	---	0.82
Private School (K-8) (LUC 534)	1	students	---	0.60

Land Use Type	ADA Program	Minimum Development		Maximum Development
Residential				
Single Family - Detached	1,563	DU	1,094	2,032
Single Family - Attached	836	DU	585	1,087
Apartments	200	DU	140	260
<b>Total Residential</b>	<b>2,599</b>	<b>DU</b>	<b>1,819</b>	<b>3,379</b>
Retail	210,000	Sq.ft.	147,000	273,000
Office - General	279,000	Sq.ft.	195,300	362,700
Office - Medical/Dental	36,000	Sq.ft.	25,200	46,800
<b>Total Non-residential</b>	<b>525,000</b>	<b>Sq.ft.</b>	<b>367,500</b>	<b>682,500</b>
Fitness Center	0	Sq.ft.	0	55,000
ACLF	0	Beds	0	120
Daycare	0	Students	0	200
Private School (K-8)	0	Students	0	400

**EXHIBIT D**  
**DEVELOPMENT AGREEMENT**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **NNP IV-LAKE HUTTO, LLC**, a Delaware limited liability company (hereinafter referred to as “**Owner**” or “**Developer**”); and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida (the “**County**”).

### WITNESSETH:

**WHEREAS**, NNP IV-LAKE HUTTO, LLC is the fee simple owner of the land described in **Exhibit “A”** and attached hereto;

**WHEREAS**, on January \_\_, 2012, the County approved a Notice of Proposed Change (“**NOPC**”) to the previously approved Lake Hutto Development of Regional Impact (DRI #259; hereafter “**Lake Hutto**”). A copy of the approved amended Development Order for Lake Hutto (the “**DO**”) is attached hereto as **Exhibit “B”**; and

**WHEREAS**, the development entitlements approved by the attached DO are as follows: 1,563 single family detached units, 836 single family attached units, 200 multi-family units (for a total of 2,599 residential units), 210,000 square feet of retail development, and 315,000 square feet of office development (the “**Project**”), with the ability to exchange units and square footage as provided in the Land Use Equivalency Matrix attached to the DO; and

**WHEREAS**, Section B of the DO describes those roadways and intersections significantly impacted by the Project and the required improvements and contributions that need to be constructed in order to mitigate for the impacts of the Project, based upon results of the transportation analysis conducted in conjunction with the NOPC; and

**WHEREAS**, Rule 9J-2.045, Florida Administrative Code (F.A.C.) and Section 163.3180(5)(h)3., Fla. Stat. (2011), allow the Developer to satisfy its concurrency requirements by entering into a binding agreement to pay for or construct its proportionate share of required improvements; and

**WHEREAS**, the DO established the amount of Twenty-Three Million One Hundred Twenty Five Thousand Eight Hundred Ninety-Six and No/Dollars (\$23,125,896.00) as the Developer’s proportionate share for the transportation impacts of the Project; and requires the Developer to construct various intersection improvements, regional improvements, and provide contributions as described and defined in more detail herein in this Development Agreement; and

**WHEREAS**, the Developer and the County agree that completion of the Required Improvements described in paragraph D.4. herein and also conceptually depicted in

**Exhibit “C”** attached hereto (“Required Improvements”) and the making of the Required Contributions also described in paragraph D.4. (“Required Contributions”) within the time frame set forth in this Development Agreement will cause the Project to meet transportation concurrency through 2024; and

**WHEREAS**, the DO obligates the Developer to widen Bell Shoals Road in two phases, from Bloomingdale Avenue south to Glenhaven Drive (Segment 1) and from Glenhaven Drive south to Fishhawk Boulevard (Segment 2), but only requires the Developer to widen the bridge over the Alafia River (within Segment 2) to the extent that the County pays for the construction of the bridge widening (the widening of Bell Shoals Road from Bloomingdale Avenue to Fishhawk Boulevard, excluding the bridge over the Alafia River, is hereafter referred to as the “Bell Shoals Road Improvements”; the Bell Shoals Road Improvements are among the Required Improvements identified in paragraph D.4, below);

**WHEREAS**, the widening of the bridge on Bell Shoals Road over the Alafia River to 4 lanes (the “Bridge Segment”) will provide area-wide benefits by creating Bell Shoals Road as a continuous 4-lane segment from Bloomingdale Avenue to Fishhawk Boulevard; and

**WHEREAS**, the Developer acknowledges that the construction of the Bridge Segment in conjunction with construction of the Bell Shoals Road Improvements will also benefit the Project by enhancing access to the Project, improving traffic flow adjacent to the Project, and eliminating a bottleneck effect that would be created by widening only a portion of an otherwise continuous segment of Bell Shoals Road; and

**WHEREAS**, the widening of Bell Shoals Road from Bloomingdale Avenue to Fishhawk Boulevard, including the Bridge Segment, is on the County’s list of Capital Improvement Projects, as necessary to ensure that adopted levels of service are achieved, and is consistent with the County’s Long Range Transportation Plan; and

**WHEREAS**, the County finds that it is in the interest of the public health, safety and welfare to fund the construction of the Bridge Segment in conjunction with the construction of the Bell Shoals Road Improvements to be constructed by the Developer; and

**WHEREAS**, the Developer acknowledges that to the extent the value of the Required Improvements and Required Contributions exceed its proportionate share, such improvements and contributions in excess of its proportionate share are made and constructed in consideration of the County’s agreement to construct the Bridge Segment and also for purposes of providing improved access to the Project concurrent with the construction of the Project; and

**WHEREAS**, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (the “Act”), authorizes local governments to enter into development agreements with developers to encourage a stronger

commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

**WHEREAS**, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the costs of development; and

**WHEREAS**, the Project is consistent with the Hillsborough County Comprehensive Plan; and

**WHEREAS**, the Project will comply with all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

**WHEREAS**, the County has determined that, other than the Required Improvements, the facilities required for the Project to meet transportation concurrency are available to serve the Project concurrent with the impacts of the Project; and

**WHEREAS**, the Required Improvements will confer an area-wide benefit beyond the geographic limits of the Project and the Property, and will expedite the construction of such portion of the transportation network beyond what otherwise could be achieved; and

**WHEREAS**, it is therefore deemed to be in the interest of the public health, safety, and welfare for the County to facilitate the early construction of the Required Improvements.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

- A. Whereas Clauses.** The “Whereas” clauses set forth above are incorporated herein by reference and made a part of this Development Agreement.
- B. Purpose.** The purpose of this Development Agreement is to establish the respective rights and obligations of the Developer and the County with respect to the Project and the Required Improvements.
- C. Public Facilities.** The only requirement to assure that transportation facilities are available concurrent with the impacts of the development of the Project is construction of the Required Improvements and the making of the Required Contributions by the Developer. Pursuant to Paragraph D below, the Developer is hereby obligated by this Development Agreement to

construct the Required Improvements and to make the Required Contributions.

**D. Developer Obligations.**

1. The Developer agrees to make the Required Contributions and to construct the Required Improvements in accordance with this Development Agreement, and in compliance with all applicable rules and regulations. The Developer further agrees that any drawings submitted with this Development Agreement do not constitute final design plans, and that the Required Improvements shall comply with all applicable Hillsborough County standards unless otherwise waived by Hillsborough County, as applicable. In furtherance thereof, the Developer shall obtain the required permits (the "Permits") which may include, but shall not be limited to the following:

- FDEP – Water
- FDEP – Sewer
- FDEP/Army Corps – Joint Dredge & Fill Permit
- Hillsborough County Driveway Permit
- Hillsborough County – Building Permit
- Hillsborough County Site Development Permits
- Hillsborough County Right-of-Way Use Permits
- SWFWMD Environmental Resource Permits/ Stormwater Management Permit/ Consumptive and/or Water Use Permit(s)

2. The Developer acknowledges and agrees that the County's willingness to enter into this Development Agreement shall not be construed as a waiver by the County of any applicable law, ordinance, rule or regulation for the construction of the Project.
3. The Developer will be responsible for and shall pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the recording of this Agreement.
4. Required Improvements and Required Contributions. The Developer hereby agrees to fully construct the Required Improvements and to make the Required Contributions, as depicted generally in Exhibit "C", and described as follows:

### Required Improvements and Contributions

Location	Improvements/Contributions	Distance	Cost
FishHawk Blvd. Segment 1: Bell Shoals Rd. to easternmost project driveway of South Tract	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study	1.03 miles	\$9,746,116 (Est.)
FishHawk Blvd. Segment 2: FishHawk Ridge Dr. to Lithia-Pinecrest Rd.	Operational Improvements including a signal at the Middle School entrance with eastbound left turn lanes and westbound right turn lanes, a signal at the High School entrance including eastbound left turn lanes and westbound right turn lanes, signalization when warranted at Fishhawk Ridge Drive and an eastbound left turn lane at Sports Complex main entry	1.47 miles	\$2,909,506 (Est.)
Bell Shoals Rd. from Bloomingdale Ave. to Glenhaven Dr.	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study	1.46 miles	\$11,354,699 (Est.)
Bell Shoals Rd. from Glenhaven Dr to Fishhawk Blvd.**	Widen to 4 lanes, including all necessary intersection improvements and signalization as identified in the NOPC traffic study, but not to include the bridge over the Alafia River	1.61 miles	\$11,000,000 (Est.)
Bell Shoals Rd. & Boyette Rd./FishHawk Blvd. Intersection	Contribution to Hillsborough County construction of the intersection improvements	N/A	\$2,000,000 (Est.)
Bell Shoals Road from Bloomingdale Ave. to FishHawk Blvd 90% Design	Prepare 100% Plans for widening to 4 lanes, including necessary intersection improvements	3.15 miles	\$2,760,901
Lithia-Pinecrest Road from Bloomingdale to Lithia Ridge/Adelaide 60% Design	Prepare 60% Plans for widening to 4 lanes, including necessary intersection improvements	1.51 miles	\$1,044,000
I-75/Gibsonton Ramp Improvements	Developer shall provide a monetary contribution to be used to help fund these improvements.		\$1,000,000 (Paid -2008)
Hartline Park n' Ride facility - District Park on Fishhawk Boulevard	Developer shall provide a monetary contribution to be used to help fund the construction costs of this facility.		\$100,000 (Paid- 2007)
<b>Total Improvements &amp; Contributions</b>			<b>\$41,915,222 (Est.)</b>

\*\* Bell Shoals Road Bridge at Alafia River is not included in estimated costs. Construction of the Bridge is to be funded by Hillsborough County.

Developer expressly acknowledges that the costs of constructing the Required Improvements and making the Required Contributions may exceed Developer's proportionate share. In consideration for the County's agreement to fund construction of the Bridge Segment and for purposes of providing area-wide benefits and improved access to and from the Project concurrent with the construction of the Project, the Developer agrees to construct the Required Improvements regardless of cost, and to make the Required

Contributions. The Required Improvements shall be constructed and the Required Contributions shall be made as follows:

- 4.1 Fishhawk Boulevard Segment 1 Improvements. The Developer hereby agrees to fully construct the Required Improvements at Fishhawk Boulevard from Bell Shoals Road to the easternmost Project driveway of the South Tract as set forth in Exhibit “C”.
- 4.2 Fishhawk Boulevard Segment 2. Prior to the issuance of the plat for the 501<sup>st</sup> dwelling unit (or construction plan approval for the 501<sup>st</sup> dwelling unit where platting for such units is not required), Developer shall commence construction of the following operational improvements at Fishhawk Boulevard: a signal at the Middle School entrance with eastbound left turn lane(s) and westbound right turn lane(s), a signal at the High School entrance including eastbound left turn lane(s) and westbound right turn lane(s), signalization when warranted at Fishhawk Ridge Drive, and an eastbound left turn lane at the Sports Complex main entry. The improvements shall be constructed within twelve (12) months thereafter, and the Developer shall provide a financial guaranty to the County, in accordance with the Land Development Code, to guarantee construction of these improvements.
- 4.3 Bell Shoals Road Improvements. The Developer hereby agrees to fully design, permit and construct the Required Improvements at Bell Shoals Road from Bloomingdale Avenue to Glenhaven Drive (Segment 1) and from Glenhaven Drive to Fishhawk Boulevard (“Segment 2”), as set forth in Exhibit “C”, but Developer is only obligated to construct the Bridge Segment (within Segment 2) to the extent that the County fully funds the cost of construction of the Bridge Segment. The Developer shall complete the design of, and shall use its best efforts to complete the permitting of, the Bell Shoals Road Improvements within twelve months of the effective date of this Development Agreement. The Developer shall commence construction of the Bell Shoals Road Improvements prior to the plat for the 881<sup>st</sup> dwelling unit (or construction plan approval for the 881<sup>st</sup> dwelling unit where platting for such units is not required), and shall complete construction within twenty-four (24) months thereafter. The Developer shall provide the County with a financial guaranty to guarantee construction of the Bell Shoals Improvements, excepting construction of the bridge, in accordance with the requirements of the Land Development Code.

- 4.3.1 At the Developer’s expense, the Developer shall provide to the County the following documents to

enable the County to obtain a resolution allowing it to acquire the right of way and other property interests necessary for the construction of the Bell Shoals Road Improvements and Bridge Segment: sixty percent (60%) project construction plans (or better); one hundred percent (100%) right of way maps; legal descriptions and parcel sketches; a map of survey and location; and one hundred percent (100%) maintained right of way maps, if any. The Developer and County shall work cooperatively during the planning and mapping process with the intent of insuring that the documents to be produced will be satisfactory to the County. The Developer's obligation to provide such documents shall not be deemed satisfied until such documents have been approved by the County, which approval shall not be unreasonably withheld.

4.3.2 In the event that the County has not been able to acquire the right-of-way necessary for the construction to commence prior to the date by which the plat for the 881<sup>st</sup> unit is to be submitted, the Developer shall be allowed to proceed with platting and construction of dwelling units beyond 881 once the Developer provides a financial security guaranteeing the construction of these Bell Shoals Road Improvements, in accordance with the requirements of the Land Development Code.

4.4 Bell Shoals Road and Boyette Road/Fishhawk Boulevard Intersection Improvements Contribution. Developer shall contribute an amount presently estimated to be Two Million and No/100 Dollars (\$2,000,000.00) to Hillsborough County for the Intersection Improvements at Bell Shoals Road and Boyette Road/Fishhawk Boulevard pursuant to the terms of that separate agreement known as the "Agreement between Hillsborough County and NNP IV-Lake Hutto, LLC for Specified Improvements at or near the Intersection of Bell Shoals Road, Boyette Road, and Fishhawk Boulevard".

4.5 Lithia-Pinecrest Road Improvements. The Developer shall prepare 60% plans for the widening of Lithia-Pinecrest Road from Bloomingdale Avenue to Lithia Ridge/Adelaide and assign to the County all the Developer's rights and interests in such plans including any permits, approvals, surveys, and sketches associated with the plans within ninety (90) days of the Effective Date of this Agreement.

4.6 1-75 Gibsonton Ramp Contribution. Developer paid \$1,000,000.00 in 2008 to help fund improvements to the I-75/Gibsonton Ramp.

- 4.7 Hart Park n' Ride Facility. Developer paid \$100,000.00 in 2007 to help fund construction costs of the District Park n' Ride on Fishhawk Boulevard.
- 4.8 Developer expressly acknowledges and agrees that **Exhibit "C"** is a general conceptual depiction of the Required Improvements only, and that the design details, plans and specifications for the Required Improvements are subject to revision and approval as determined by the County's construction plan review process.
5. Site Access (Driveway) Improvements. The Developer shall provide those site access/intersection improvements set forth in the DO as "**Table B-2**" and set forth herein, which shall be constructed when warranted or in conjunction with the corresponding site plan improvements:

<b>DRIVEWAY*</b>	<b>TRAFFIC CONTROL/GEOMETRY</b>
FishHawk Boulevard & Driveway #1 (Access to Western Town Center)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #2 (Mosaic Drive)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #3 (Access to Central Town Center)	Construct an EB right-turn lane (right-turn in/right-turn out only), a second EB through lane, and a second WB through lane.
FishHawk Boulevard & Driveway #4 (Circa FishHawk Blvd.)	Signalize when warranted. Construct an EB right-turn lane, a second EB through lane, a WB left-turn lane, a second WB through lane, and two NB approach lanes (one for left turns and one for right turns).
FishHawk Boulevard & Driveway #5 (Access to Eastern Town Center)	Construct an EB right-turn lane (right-turn in/right-turn out only), a second EB through lane, and a second WB through lane.
Boyette Road & Driveway #6	Full-access with a one-lane approach in each direction and EB left turn lane, subject to determination by the County at the time of final design and permitting.
Boyette Road & Driveway #7	Construct a single-lane roundabout. (Completed June 2011).

Boyette Road & Driveway #8	Full-access with a one-lane approach in each direction and SB left turn lane, subject to determination by the County at the time of final design and permitting.
Boyette Road & Driveway #9	Full-access with a one-lane approach in each direction and EB left turn lane, subject to determination by the County at the time of final design and permitting.
FishHawk Boulevard & Driveway #10 (Osprey Ridge Drive)	No improvements necessary.
FishHawk Boulevard & Driveway #11 (FishHawk Ridge Drive)	Signalize when warranted.
Lithia Pinecrest Road & Driveway #12	Full-access; construct NB left-turn lane and one EB approach lane, subject to determination by the County at the time of final design and permitting.
Lithia Springs Road & Driveway #13	Full-access; one NB approach lane and one WB left turn lane.
Lithia Pinecrest Road & Lithia Springs Road	Full-access; construct NB left-turn lane.

\*Driveways are generally depicted on Exhibit D to this Agreement.

6. The Developer acknowledges and agrees that any excess infrastructure capacity constructed to serve the Project shall not operate to relieve the Developer of any requirements to mitigate for any additional development that may be added by future amendments to the DO or to this Development Agreement.

**E. The Bridge Segment.**

1. The County shall fund construction of the Bridge Segment, in an amount not to exceed \$4,400,000.00 (four million four hundred thousand and 00/100 dollars).
2. The Developer shall design, permit and construct the Bridge Segment concurrent with the design, permitting and construction of the Bell Shoals Road Improvements.
3. The County expressly acknowledges that the Developer is only obligated to construct the Bridge Segment in the event that the County fully funds the costs of construction of the Bridge Segment.

4. In the event that the lowest acceptable bid for construction of the Bridge Segment exceeds \$4,400,000.00 (four million four hundred thousand and 00/100 dollars), the County may elect not to fund the Bridge Segment. In the event the County elects not to fund the Bridge Segment, the Developer has no further obligation to construct the Bridge Segment, and the Developer and the County shall amend this Development Agreement.
5. The County and the Developer may enter into a separate Project Management Agreement to address management of the Bridge Segment construction project and payment by the County of the costs of construction.

**F. County Obligations.**

1. If necessary, the County agrees to acquire any needed right of way for the Bell Shoals Road Improvements and the Bridge Segment upon the execution of this Development Agreement and provision by the Developer of the documents set forth in Section 4.3.1., above .
2. Subject to the Developer's compliance with its obligations under this Agreement, the County agrees that the Project shall be deemed to satisfy transportation concurrency through December 31, 2024. No mobility fees or subsequently adopted fees adopted to fund transportation impacts and needs shall be due for any residential unit or platted lot within the project. This Agreement shall serve as a self-executing Certificate of Capacity for transportation only. This provision does not apply to Hillsborough County transportation and right-of-way impact fees.
3. The County agrees to cooperate with the Developer in securing any and all permits and other approvals necessary to complete the construction of the Required Improvements, subject to the Developer funding the costs thereof.
4. Provided that the Developer has constructed the Required Improvements as provided herein, all platted residential lots as of December 31, 2024 shall be deemed to have satisfied transportation concurrency.

- G. Impact Fee/Mobility Fee Offsets.** Impact Fee Offsets may be awarded in accordance with the Hillsborough County Consolidated Impact Assessment Program Ordinance, 96-29, as amended. In the event that Hillsborough County adopts a Mobility Fee Ordinance that operates in lieu of its transportation impact fee program, any available offsets against Mobility Fees that may be provided for in that Ordinance shall be awarded in

accordance with the provisions thereof. No impact fee offsets or mobility fee offsets may be awarded for construction of the Bridge Segment.

- H. Default.** If the Developer fails to meet any of the time frames herein, unless extended pursuant to this Development Agreement, then it shall be considered a default of this Agreement, entitling the County to make a claim on any applicable performance guarantees posted in accordance with the Hillsborough County Land Development Code. Upon said default, the issuance of building permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the County.
- I. Comprehensive Plan.** The County's Comprehensive Plan has been found to be "in compliance" with Chapter 163, Florida Statutes, by the Florida Department of Community Affairs. The County has determined that the Project is consistent with its Comprehensive Plan.
- J. Binding Effect.** The burden of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement.
- K. Applicable Law; Jurisdiction; Venue.** This Development Agreement, and the rights and obligations of the County and the Developer hereunder, shall be governed by constructed under, and enforced in accordance with the laws of the State of Florida. This Development Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Pursuant to Section 163.3225(1), Florida Statutes, the County's laws and policies governing the development of the Project at the time of the execution of this Development Agreement shall govern development of the Project for the duration of the Development Agreement. The County may apply subsequently adopted regulations and policies to the Project in accordance with the requirements of Section 163.3233(2), Florida Statutes, except as provided herein. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Project shall not relieve the Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.
- L. Joint Preparation.** Preparation of this Development Agreement has been a joint effort of the parties and the resulting document shall not, solely as a

matter of judicial construction, be construed more severely against one of the parties than the other.

- M. Exhibits.** All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.
- N. Captions or Paragraph Headings.** Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Development Agreement, nor the intent of the provisions hereof.
- O. Effective Date and Duration.** This Development Agreement shall become effective after it has been recorded in the public records of Hillsborough County and thirty (30) days after it is received by the Florida Department of Community Affairs (the “Effective Date”). This Development Agreement shall remain in effect until the earlier of the completion of the Project or December 31, 2024, unless otherwise extended or terminated as provided for herein or in the Act. This Development Agreement may be terminated only by mutual consent of the parties or by the Developer pursuant to Paragraph N. This Agreement may be extended by mutual consent of the County and Developer subject to a public hearing in accordance with Section 163.3225, Florida Statutes.
- P. Amendment.** This Development Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act. If the Developer, in its sole and absolute discretion, determines that the Project will not be constructed, the Developer may notify the County in writing that this Development Agreement is terminated, in which event the parties hereto will have no further rights, obligations, or liabilities hereunder. The land use mix comprising the Project may be amended consistent with the Land Use Equivalency Matrix, attached to the DO as Exhibit C, without a requirement that this Development Agreement be amended.
- Q. Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Development Agreement. To the extent any conflict with the zoning conditions or other rules and regulations which may otherwise govern the Project, the terms and obligations pursuant to this Development Agreement shall prevail.

**R. Indemnity.** The Developer hereby agrees to indemnify and hold the County harmless against any and all claims for personal injuries, death, property damage, violations of law and any other losses, damages, charges, or expenses, including attorneys' fees, which arise solely as a result of any Developer actions pursuant to this Agreement.

**S. Enforcement.** As provided in Section 163.3242, Florida Statutes, any party to this Agreement may file an action for injunctive relief to enforce the terms of this Agreement. However, no such action may be brought until the defaulting party has been given written notice (email communication may constitute written notice) and fifteen (15) days in which to cure the default. If the default cannot be reasonably cured within the fifteen (15) day period, this period can be extended by mutual agreement of the parties without requiring an amendment to this Agreement. Nothing in this paragraph shall serve to limit the remedies available to the parties in the event of a default under this Agreement.

**T. Notices.** Any notice or reports required by this Development Agreement shall be sent to the following:

For the County: County Administrator  
Hillsborough County  
P.O. Box 1110  
Tampa, Florida 33601

With a Copy To: Director  
Development Services Department  
Hillsborough County  
P.O. Box 1110  
Tampa, Florida 33601

For the Developer: Thomas J. Panaseny  
Newland Real Estate Group, LLC  
1137 Marbella Plaza Drive  
Tampa, Florida 33619

With a Copy to: Andrea E. Zelman, Esq.  
Fowler White Boggs P.A.  
501 East Kennedy Boulevard, Suite 1700  
Tampa, Florida 33602

**U. Status Report.** On or before the anniversary date of the effective date of this agreement, each year this Development Agreement is in effect, the Developer shall provide a written status report to the County to allow the County to conduct its periodic review in compliance with the requirements

of Section 163.3235, Florida Statutes, describing the Developer's activity during the preceding year related to satisfying their obligations hereunder. The obligation to provide an annual report shall terminate once the Developer obligations have been fully satisfied. Developer shall also be required, at the time each preliminary/construction plan submittal or extension is obtained, to report to the County the number of units for which certificates of occupancy has been issued and the number of units for which building permits have been obtained.

**V. Force Majeure.** All time periods or deadlines provided in this Development Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

**W. Counterparts.** This Development Agreement may be executed in several counterparts, each consisting of a duplicate original, but all such counterparts constituting one and the same Development Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

WITNESSES:

NNP IV-LAKE HUTTO, LLC,  
as Owner

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of NNP IV-LAKE HUTTO, LLC. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
My Commission Number:

\_\_\_\_\_  
Print Name

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CLERK

**DEVELOPMENT AGREEMENT  
EXHIBIT A  
LEGAL DESCRIPTION**

**EXHIBIT A  
LEGAL DESCRIPTION**

**Lake Hutto DRI # 259**

Development Agreement Application  
Legal Description

**LAKE HUTTO PULTE HOME CORPORATION "NORTHWEST" DESCRIPTION:**

A parcel of land lying in Sections 19, 20 and 21, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 19, for a POINT OF BEGINNING, run thence along the South boundary line of said Northeast 1/4 of Section 19, N.89°26'16"W., 116.01 feet; thence N.00°10'01"W., 1438.33 feet; thence S.89°26'16"E., 116.01 feet to a point on the East boundary line of the Northeast 1/4 of said Section 19; thence N.86°41'56"E., 55.77 feet; thence N.58°36'39"E., 355.84 feet; thence N.34°22'05"E., 226.47 feet; thence N.85°08'05"E., 245.43 feet; thence N.69°35'11"E., 16.44 feet; thence S.89°39'27"E., 27.58 feet; thence S.45°38'32"E., 330.13 feet; thence N.58°27'41"E., 218.68 feet; thence N.53°00'00"E., 499.38 feet; thence N.67°54'54"E., 177.86 feet; thence N.69°19'29"E., 1150.36 feet; thence N.02°14'48"W., 117.35 feet to a point on the South boundary line of 30 foot Permanent Easement as recorded in Official Records Book 12097, Page 518 and Official Records Book 11007, Page 292, all in the Public Records of Hillsborough County, Florida; thence along said South boundary line of 30 foot Permanent Easement, said line lying 30.00 feet South of and parallel with the Southerly Maintained right-of-way line of Lithia Springs Road, the following three (3) courses: 1) N.89°59'22"E., 2464.52 feet to a point on the West boundary line of the Northwest 1/4 of the aforesaid Section 21; 2) continue N.89°59'22"E., 515.52 feet; 3) S.89°55'07"E., 280.89 feet; thence S.01°01'59"E., 374.43 feet; thence S.01°01'50"E., 308.46 feet; thence S.85°07'59"E., 393.34 feet; thence S.81°05'04"E., 426.63 feet; thence S.52°25'22"E., 106.91 feet; thence S.29°45'14"E., 172.05 feet; thence S.89°47'38"E., 145.89 feet; thence S.89°27'53"E., 323.09 feet; thence S.89°33'59"E., 407.43 feet to a point on the East boundary line of the Northeast 1/4 of said Northwest 1/4 of Section 21; thence along said East boundary line, S.00°38'29"E., 270.80 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 21; thence along the East boundary line of said Southeast 1/4 of said Northwest 1/4 of Section 21, S.00°38'20"E., 1324.83 feet to the Southeast corner of said Northwest 1/4 of Section 21; thence along the South boundary line of said Northwest 1/4 of Section 21, N.89°52'34"W., 2657.38 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Section 20; thence along the South boundary line of said Northeast 1/4 of Section 20, S.89°46'06"W., 2660.97 feet to the Southeast corner of the Northwest 1/4 of said Section 20; thence along the South boundary line of said Northwest 1/4 of said Section 20, S.89°46'06"W., 692.13 feet; thence S.00°14'16"W., 902.18 feet to a point of curvature, thence Southerly, 157.56 feet along the arc of a curve to the right, having a radius of 850.00 feet, a central angle of 10°37'13", a chord bearing and distance of S.05°32'53"W., 157.33 feet to a point on the Southerly boundary of a Tampa Electric Company Easement, as recorded in Deed Book 1737, Page 20, Public Records of Hillsborough County, Florida; thence N.89°35'19"W., 101.92 feet along said Southerly boundary to a point on a curve; thence Northerly, 157.50 feet along the arc of a curve to the left, having a radius of 750.00 feet, a central angle of 12°01'56", and a chord bearing and distance of N.06°15'14"E., 157.21 feet to a point of tangency; thence N.00°14'16"E., 901.36 feet to a point on the aforesaid South boundary line of the Northwest 1/4 of said Section 20; thence along said South boundary line, S.89°46'06"W., 1868.83 feet to the POINT OF BEGINNING.

Containing 402.539 acres, more or less.

TOGETHER WITH:

**LAKE HUTTO PULTE HOME CORPORATION "NORTHEAST" DESCRIPTION:**

A parcel of land lying in the Southeast 1/4 of Section 16, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 16, run thence along the South boundary line of said Southeast 1/4 of Section 16, the following two (2) courses: 1) N.89°53'34"W., 27.20 feet to the POINT OF BEGINNING; 2) continue N.89°53'34"W., 1327.04 feet to the Southwest corner of the Southeast 1/4 of said Section 16; thence along the West boundary line of said Southeast 1/4 of the Southeast 1/4 of Section 16, N.00°11'22"E., 609.28 feet to a point on a curve on the South Maintained right-of-way line of Lithia Springs Road; thence along said South Maintained right-of-way line, the following two (2) courses: 1) Easterly, 135.61 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 19°25'30" (chord bearing N.76°47'40"E., 134.96 feet); 2) N.89°38'44"E., 485.18 feet; thence along the South right-of-way line of said Lithia Springs Road, as recorded in Official Records Book 1378, Page 359, of the Public Records of Hillsborough County, Florida, the following two (2) courses: 1) S.38°45'14"E., 21.05 feet; 2) N.89°33'13"E., 106.38 feet to a point on the Southwesterly right-of-way line of Lithia Pinecrest Road, per Florida Department of Transportation Right-of-Way Map Section No. 10508-2603; thence along said Southwesterly right-of-way line, S.43°04'08"E., 862.39 feet to the POINT OF BEGINNING.

Containing 15.043 acres, more or less.

ALSO TOGETHER WITH:

**LAKE HUTTO PULTE HOME CORPORATION "SOUTH" DESCRIPTION:**

DESCRIPTION: A parcel of land lying in Sections 24 and 25, Township 30 South, Range 20 East and in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 25, run thence along the East boundary line of said Section 25, N.00°21'49"E., 30.00 feet to a point on the North Maintained right-of-way line of Boyette Road, said point also being the POINT OF BEGINNING; thence along said North Maintained right-of-way line, N.89°59'18"W., 1330.05 feet to a point on the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence along said East and North boundary lines of the Southwest 1/4 of the Southeast 1/4 of Section 25, the following two (2) courses: 1) N.00°15'35"E., 1285.79 feet to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 25; 2) S.89°52'02"W., 1299.00 feet to a point on the East Maintained right-of-way line of Boyette Road; thence along said East Maintained right-of-way line, the following two (2) courses: 1) N.00°10'21"E., 1492.95 feet; 2) N.00°08'14"E., 1136.30 feet to a point on the South boundary line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 25; thence along said South, East and North boundary lines of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 25, the following three (3) courses: 1) N.89°49'45"E., 628.85 feet; 2) N.00°08'45"E., 658.86 feet; 3) S.89°51'59"W., 625.14 feet to a point on the aforesaid East Maintained right-of-way line of Boyette Road; thence along said East and North Maintained right-of-way line of Boyette Road, the following two (2) courses: 1) N.00°29'40"E., 501.66 feet; 2) N.26°05'03"W., 79.32 feet to the West boundary of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the aforesaid Section 25; thence N.00°20'39"E., 105.03 feet to the Northwest corner thereof; thence S.89°58'49"W., 97.33 feet along the South boundary of the Northwest 1/4 of said Section 25 to the Northerly maintained right-of-way line of the aforesaid Boyette Road; thence along said maintained right-of-way line the following three (3) courses: 1) N.56°03'17"W., 25.11 feet; 2)

N.78°27'40"W., 101.77 feet; 3) S.89°27'32"W., 1125.49 feet to a point on the West boundary line of the Southeast 1/4 of the Southwest 1/4 of the aforesaid Section 24; thence along said West boundary line, N.00°17'08"E., 1189.21 feet to a point on a curve on the South right-of-way line Fishhawk Boulevard; thence along said South right-of-way line, the following sixteen (16) courses: 1) Easterly, 316.00 feet along the arc of a curve to the left having a radius of 1021.93 feet and a central angle of 17°43'00" (chord bearing N.80°55'47"E., 314.74 feet); 2) S.17°55'44"E., 21.00 feet; 3) N.72°04'16"E., 559.70 feet; 4) S.17°55'44"E., 30.00 feet; 5) N.72°04'16"E., 63.35 feet to a point of curvature; 6) Easterly, 207.41 feet along the arc of a curve to the right having a radius of 836.93 feet and a central angle of 14°11'56" (chord bearing N.79°10'14"E., 206.88 feet); 7) S.03°43'48"E., 12.72 feet; 8) S.89°27'50"E., 4295.00 feet; 9) S.00°32'10"W., 47.00 feet; 10) S.89°27'50"E., 235.00 feet; 11) S.00°32'10"W., 160.00 feet; 12) S.89°27'50"E., 210.00 feet; 13) N.24°54'46"E., 210.79 feet; 14) S.89°27'50"E., 25.00 feet; 15) N.00°32'10"E., 60.00 feet; 16) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter referred to as POINT "B"; thence Southerly along said centerline of Fishhawk Creek to a point hereinafter referred to as POINT "A", (reference line between said POINT "B" and POINT "A" bears, S.01°19'06"E., 4848.77 feet); thence SOUTH, 1045.61 feet; thence S.55°55'06"W., 341.03 feet; thence S.08°19'38"E., 266.46 feet; thence S.09°16'33"E., 124.75 feet; thence S.10°23'32"E., 212.90 feet to a point on the aforesaid North Maintained right-of-way line of Boyette Road; thence along said North Maintained right-of-way line, S.89°58'09"W., 1281.68 feet to a point on the East boundary line of the Southwest 1/4 of the Southwest 1/4 of the aforesaid Section 30; thence along said East, North and West boundary lines of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 30, the following four (4) courses: 1) N.00°58'18"E., 629.51 feet; 2) N.89°55'26"W., 341.73 feet; 3) N.89°57'49"W., 341.66 feet; 4) S.00°21'49"W., 629.74 feet to the POINT OF BEGINNING.

Containing 709.502 acres, more or less. (to the centerline of Fishhawk Creek)

Containing 707.349 acres, more or less. (above Ordinary High Water)

PHC-TR-001

P:\TR\MP\LEGAL\TR-PULTE

JLS

JLS (Revised)

JLS (Revised)

JLS (Revised NW PAR & O/A acreages by 2.246 Ac.)

JLS (Revised NE PAR - Southeast corner)

PAD (Revised South parcel less out sliver)

July 28, 2004

August 9, 2004

August 10, 2004

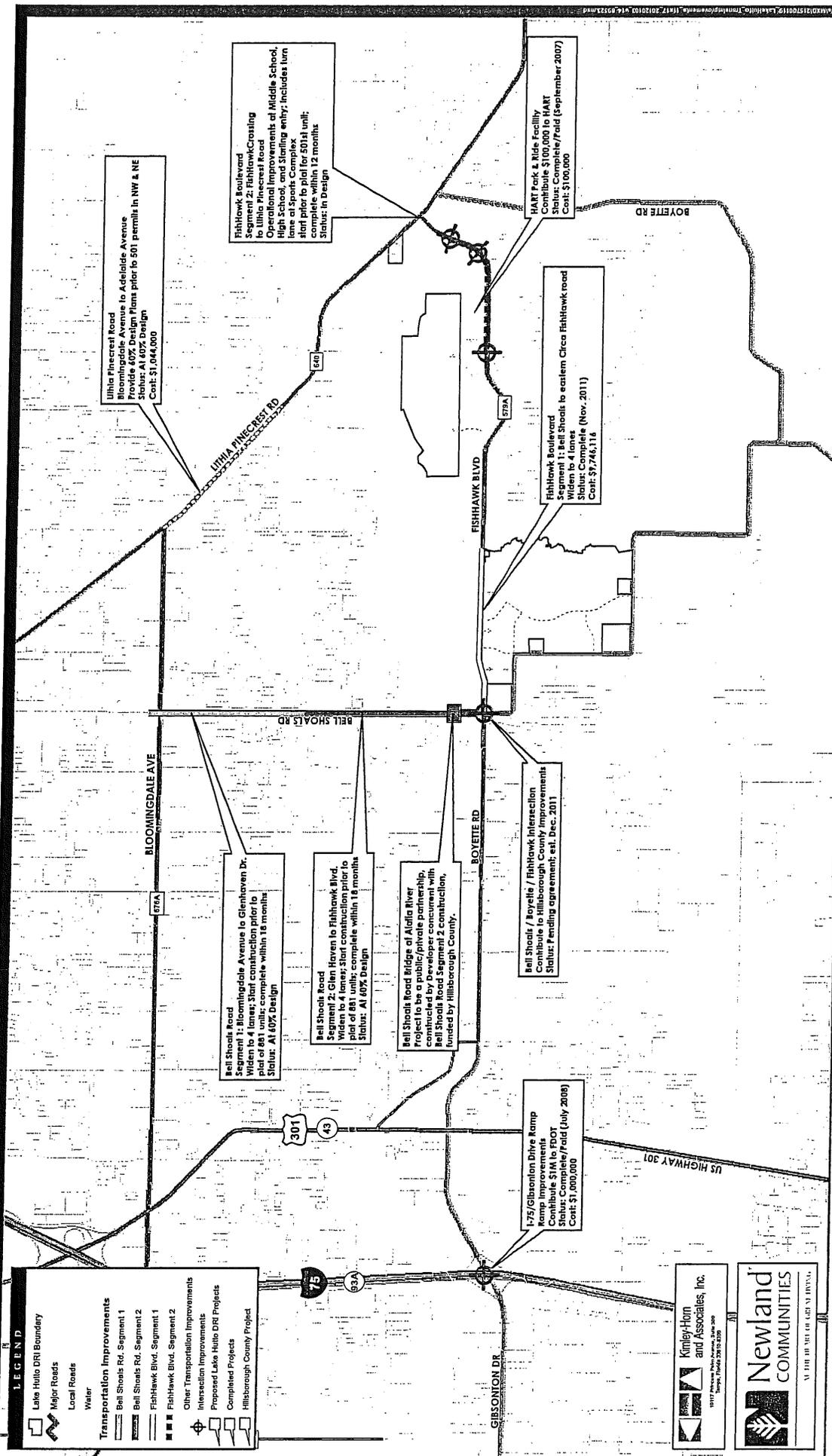
February 15, 2005

May 20, 2005

November 8, 2005

**DEVELOPMENT AGREEMENT  
EXHIBIT B  
LAKE HUTTO DRI DEVELOPMENT ORDER**

**DEVELOPMENT AGREEMENT  
EXHIBIT C  
CONCEPTUAL DEPICTION OF REQUIRED  
IMPROVEMENTS**



**LEGEND**

- Lake Hutto DRI Boundary
- Major Roads
- Local Roads
- Water
- Transportation Improvements
  - Bell Shoals Rd, Segment 1
  - Bell Shoals Rd, Segment 2
  - Fishhawk Blvd, Segment 1
  - Fishhawk Blvd, Segment 2
- Other Transportation Improvements
- Intersection Improvements
- Proposed Lake Hutto DRI Projects
- Completed Projects
- Hillsborough County Project

**Bell Shoals Road**  
 Segment 1: Bloomingdale Avenue to Glenhaven Dr.  
 Widened to 4 lanes; Start construction prior to 2011; complete within 18 months.  
 Status: At 60% Design

**Bell Shoals Road**  
 Segment 2: Glen Haven to Fishhawk Blvd.  
 Widened to 4 lanes; Start construction prior to 2011; complete within 18 months.  
 Status: At 60% Design

**Bell Shoals Road Bridge of Adaha River**  
 Project to be a public/private partnership, developed by J. Develop, concurrent with Bell Shoals Road construction, funded by Hillsborough County.

**Bell Shoals / Boyette / Fishhawk Intersection**  
 Contribute to Hillsborough County Improvements  
 Status: Pending agreement; est. Dec. 2011

**I-75/Gibsonton Drive Ramp**  
 Ramp Improvements  
 Contribute \$1M to FDOT  
 Status: Complete/Valid (July, 2009)  
 Cost: \$1,000,000

**Ultha Pinecrest Road**  
 Bloomingdale Avenue to Adelaide Avenue  
 Provide 60% Design Plans prior to 501 permits in NW & NE  
 Status: At 60% Design  
 Cost: \$1,044,000

**Fishhawk Boulevard**  
 Segment 12: Fishhawk Crossing to Ultha Rd.  
 Operational Improvements of Middle School, High School, and Staffing entry; Includes turn lanes at Sports Complex.  
 Start prior to plan for 501st unit; complete within 12 months.  
 Status: In Design

**Fishhawk Boulevard**  
 Widened to 4 lanes  
 Status: Complete (Nov. 2011)  
 Cost: \$7,746,116

**HART Park & Ride Facility**  
 Contribute \$100,000 to HART  
 Status: Complete/Valid (September, 2007)  
 Cost: \$100,000

**Scale**  
 0 2,000 4,000 Feet

The scale bar is provided for reference only. It is not intended to be used for any other purpose. The scale bar is not to be used for any other purpose. The scale bar is not to be used for any other purpose.

**LAKE HUTTO DRI**  
 PROPOSED TRANSPORTATION IMPROVEMENTS  
 EXHIBIT C - JANUARY 2012

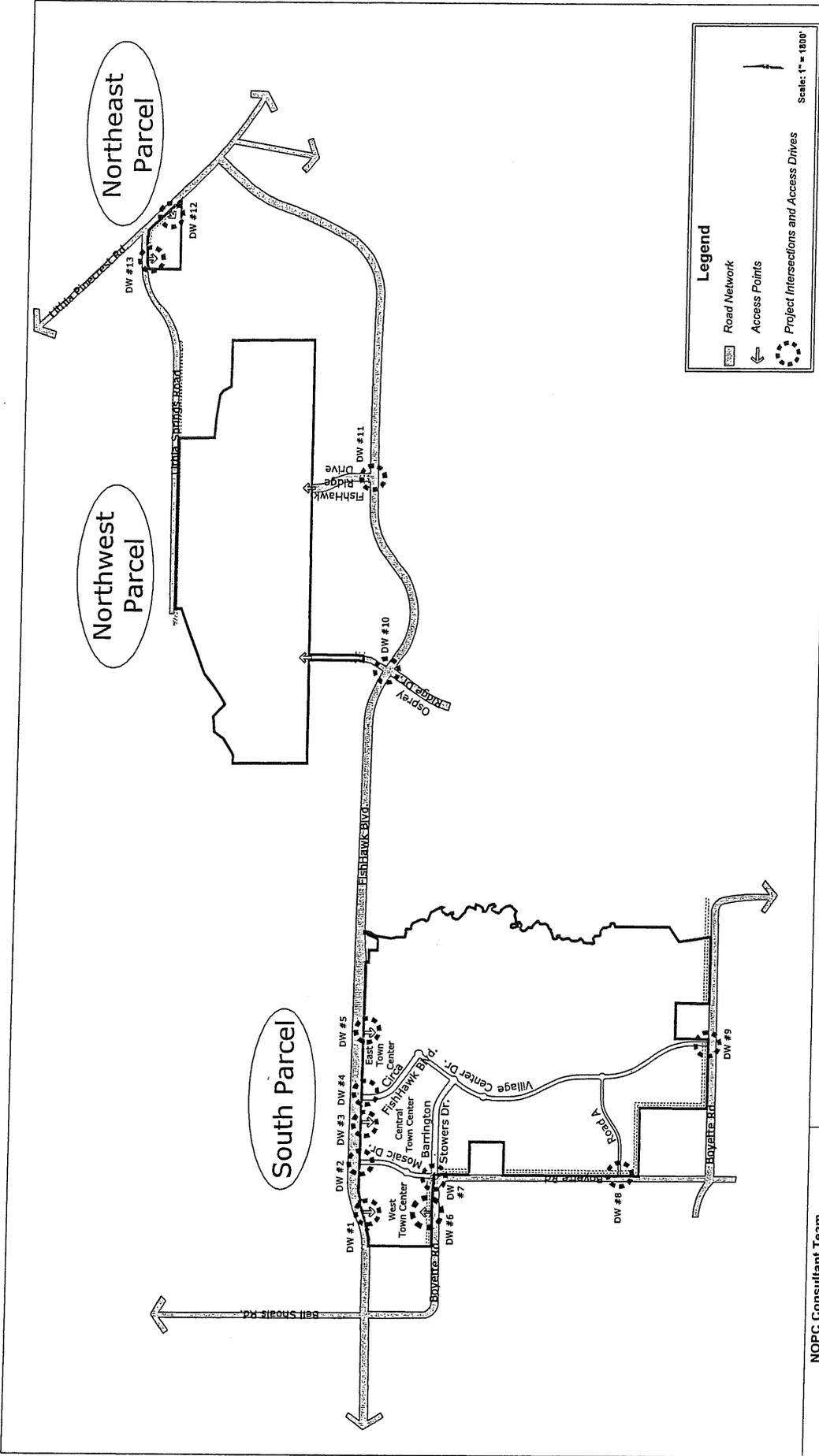
One Team. Infinite Solutions.

**Kimley-Horn and Associates, Inc.**  
 1517 Pineview Parkway, Suite 200  
 Tampa, Florida 33613-2020

**Newland COMMUNITIES**  
 11100 W. US HWY 90, SUITE 100  
 TAMPA, FL 33613

**Stantec Consulting, Inc.**  
 2205 N. 20th St.  
 Tampa, FL 33605  
 Tel: 813.223.9500  
 Fax: 813.223.0009

**DEVELOPMENT AGREEMENT  
EXHIBIT D  
DEPICTION OF DRIVEWAYS**



Transportation Exhibit D

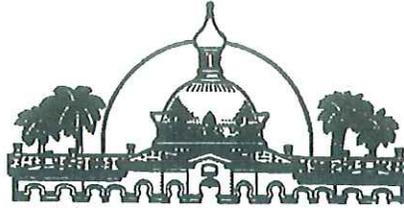
December 2011

A Development of Regional Impact By: **Newland COMMUNITIES**  
AN IBM REALTY COMPANY

# Lake Hutto Hillsborough County, Florida

**NOFC Consultant Team**  
 Planning: Wilson Miller  
 Transportation: Kimley-Horn & Associates, Inc.  
 Environmental: ENTRIX  
 Legal: Fowler White Boggs P.A.  
 Engineering: Heldt Design  
 Geotechnical: Deddecker Mortensen Engineering, Inc.

# 259



Hillsborough County  
Florida

Office of the County Administrator  
Patricia G. Bean

BOARD OF COUNTY COMMISSIONERS

Kevin Beckner  
Rose V. Ferlita  
Ken Hagan  
Al Higginbotham  
Jim Norman  
Mark Sharpe  
Kevin White

ADMINISTRATORS

Lucia E. Garsys  
Carl S. Harness  
Eric R. Johnson  
Michael S. Merrill  
Manus J. O'Donnell  
Edith M. Stewart

May 19, 2009

Ms. Rhea Law  
Fowler White Boggs P.A.  
501 East Kennedy Blvd, Suite 1700  
Tampa, FL 33602

RE: Lake Hutto, Development of Regional Impact #259  
Build Out Date Extension

Dear Ms. Law:

Staff has reviewed the documentation you provided to demonstrate that the Lake Hutto Development of Regional Impact (DRI) was under active construction on July 1, 2007 and therefore eligible for the 3 year build out date extension authorized by s.380.06(19)(c) *Florida Statutes*. Staff has determined that, based upon the documentation submitted, the Lake Hutto DRI is eligible for the build out date extension. Therefore, as provided by s.380.06(19)(c) *Florida Statutes*, the build out date is extended by three (3) years to December 31, 2015 and the effective date of the Development Order is extended to December 31, 2017.

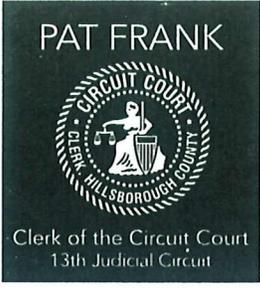
If you have any questions, please call me at 813.276.8393.

Sincerely,

John E. Healey, AICP

cc: John Meyer, Tampa Bay Regional Planning Council (via e-mail)  
Nancy Takemori, County Attorney's Office

#259



December 12, 2006

JOHN MEYER DRI COORDINATOR  
TAMPA BAY REGIONAL PLANNING COUNCIL  
4000 GATEWAY CENTER BLVD SUITE 100  
PINELLAS PARK FL 33782

Re: Resolution No. R06-271 - Amending the Development Order for Lake Hutto  
(DRI #259)

Dear Mr. Meyer:

Attached is a certified original of referenced resolution, which was adopted by the Hillsborough County Board of County Commissioners on December 5, 2006.

We are providing this original for your files.

Sincerely,

*Beverly Anne Miller for*  
Gail M. Letzring,  
Manager, BOCC Records

md

Attachment

Certified Mail 7002 2410 0001 4265 1768

- cc: Board files (orig.)
- Andrea Zelman, Esq., Fowler White Boggs Banker, P.A. (orig.ltr.)
- Florida Department of Community Affairs via Krista Kelly, Planning Commission (orig.)
- Krista Kelly, Planning Commission
- Nancy Y. Takemori, Assistant County Attorney
- John Healy, Senior Planner, Planning & Growth Management
- Sandra Davidson, County Attorney's Office
- Christopher Weiss, Property Appraiser's Office
- Mary Mahoney, Management & Budget

**DEVELOPMENT ORDER  
FOR DRI NO. 259  
LAKE HUTTO**

**RESOLUTION # R06-271**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
HILLSBOROUGH COUNTY, FLORIDA; ADOPTING A DEVELOPMENT ORDER FOR  
THE LAKE HUTTO DEVELOPMENT OF REGIONAL IMPACT #259; SETTING FORTH  
FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL  
PURSUANT TO CHAPTER 380, FLORIDA STATUTES, AND ESTABLISHING AN  
EFFECTIVE DATE.**

Upon motion of Commissioner <sup>White</sup>, seconded by Commissioner <sup>Hagan</sup>, the following Resolution was adopted on this 5th day of December, 2006, by a vote of (7) to (0).

**WHEREAS**, on September 22, 2004, Pulte Home Corporation (the "Developer") filed an Application for Development Approval for the Lake Hutto Development of Regional Impact (DRI #259) (the "Development") pursuant to the provisions of Section 380.06, Florida Statutes; and subsequently provided additional information in a Sufficiency response on March 4, 2005, a Second Sufficiency response on May 31, 2005, and a Third Sufficiency Response on August 12, 2005 (the Application for Development Approval and Sufficiency Responses are hereafter referred to collectively as the "ADA" ).

**WHEREAS**, on September 9, 2005, the Tampa Bay Regional Planning Council found the Lake Hutto ADA had provided sufficient data to prepare a Final Report for the project pursuant to Subsection 380.06(10)(b), Florida Statutes; and

**WHEREAS**, a comprehensive review of the impacts generated by the Development has been conducted by the Tampa Bay Regional Planning Council (TBRPC), the Florida Department of Transportation (DOT), the Florida Department of Environmental Protection (DEP), the Florida Department of Community Affairs (DCA), the Florida Department of State, Division of Historical Resources, the Florida Fish and Wildlife Conservation Commission (FWC), the United States Fish and Wildlife Commission, the Hillsborough County Environmental Protection Commission (HCEPC), the Hillsborough County Planning and Growth Management Department, the Hillsborough County City-County Planning Commission (HCCCPC), Tampa Bay Water, the Southwest Florida Water Management District (SWFWMD), HARTLINE, Enterprise Florida, the City of Tampa, and the U.S. Army Corps of Engineers, hereinafter the "Reviewing Agencies"; and

**WHEREAS**, the Board of County Commissioners of Hillsborough County (the "BOCC") as the governing body of the local government having jurisdiction pursuant to Section 380.06, Florida Statutes, is authorized and empowered to consider an application for a Development of Regional Impact; and

**WHEREAS**, the public notice requirements of Section 380.06, Florida Statutes, have been satisfied; and

**WHEREAS**, the BOCC on February 21, 2006, May 11, 2006, and December 5, 2006 held public hearings on said ADA and has heard and considered testimony and other documents and evidence; and

**WHEREAS**, the BOCC has received and considered the Final Report and recommendation of the TBRPC dated and adopted on November 14, 2005; and

**WHEREAS**, the BOCC has solicited, received and considered the reports, comments and recommendations of interested citizens and the Reviewing Agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 5th DAY OF DECEMBER, 2006, THAT THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE LAKE HUTTO DRI SUBMITTED BY THE DEVELOPER IS HEREBY APPROVED WITH CONDITIONS, SAID APPROVAL BEING BASED UPON THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

**I. FINDINGS OF FACT**

- A. The Developer owns approximately 1,127 acres in southern Hillsborough County, approximately five miles northeast of the Interstate I-75 Gibsonton/Riverview exit and south of the Alafia River.
- B. The Developer's authorized agents for this Development are Matt O'Brien, Vice-President, Pulte Home Corporation, 3810 Northdale Boulevard, Suite 100, Tampa, FL 33624 and Rhea F. Law, President, Fowler White Boggs Banker P.A., 501 East Kennedy Boulevard, Suite 1700, Tampa, FL 33602.
- C. The subject of this ADA is the approval of a mixed use development containing residential, office and retail uses. The Development will also include a combined elementary/middle school/park site, as well as other parks, Village Centers and a Town Center.

- D. The real property that is the subject of this ADA is legally described in **Exhibit A**, attached hereto and incorporated by reference. All lands affected by this ADA are under the ownership and control of the Developer.
- E. Concurrent with the adoption of this Development Order, the BOCC has considered and approved the adoption of an Amendment to the Hillsborough County Comprehensive Plan, Future Land Use Element, to change the land use categories of the Development on the Future Land Use map from Residential Planned Village - 2 (RP-2) to Residential 4 (Res-4) and Residential 2 (Res-2).
- F. Concurrent with the adoption of the DRI Development Order, the BOCC has considered and approved a "Planned Development" (PD) rezoning, which rezoning allows development of the Development.
- G. Subject to the conditions of this DRI Development Order, the Development will not adversely affect the state and regional resources identified in the State Comprehensive Plan, the State Land Development Plan, and the TBRPC Strategic Policy Plan ("Future of the Region": A Strategic Regional Policy Plan"). Further, it will not adversely impact adjacent jurisdictions or the availability of affordable housing.
- H. TBRPC, at the conclusion of its November 14, 2005 public meeting on its staff's review and recommendation of the ADA, voted to recommend to the BOCC approval of the Development with conditions.
- I. The information and data within the ADA are sufficient for the BOCC to review the Development as required by Section 380.06, F.S.
- J. On February 21, May 11 and December 5, 2006 the BOCC held the required public hearing on the ADA, heard all testimony offered, and received

evidence and documents pertaining to the Project including the reports and recommendations of TBRPC, the County's Planning and Growth Management Department and the Zoning Hearing Master.

## **II. CONCLUSIONS OF LAW**

Based upon the compliance with the terms and conditions of this DRI Development Order, the ADA, the reports, recommendations and testimony heard and considered by the Zoning Hearing Master, together with the reports, recommendations and testimony heard and considered by the BOCC, the following Conclusions of Law are made:

- A. The Development will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area and is consistent with the State Comprehensive Plan.
- B. The Development is consistent with local land development regulations and the adopted local comprehensive plan.
- C. The Development is consistent with the report and recommendations of the Tampa Bay Regional Planning Council.
- D. In considering whether the Development should be approved subject to conditions, restrictions, and limitations, Hillsborough County has considered the criteria stated in Subsection 380.06(14), Florida Statutes and Chapter 9J-2, FAC.
- E. The review by Hillsborough County, the HCCPC, the TBRPC, and other reviewing agencies and interested citizens indicates that impacts are adequately addressed pursuant to the requirements of Section 380.06, Florida Statutes, within the terms and conditions of this DRI Development

Order.

- F. The Development as described in the ADA shall be subject to the terms of this DRI Development Order and shall not be subject to further DRI review pursuant to Section 380.06, F.S., unless the BOCC determines that any proposed changes to the Development constitute a substantial deviation pursuant to Section 380.06(19), F.S., and the conditions contained herein.
- G. Based on the above findings of fact, the Board of County Commissioners hereby approves the revised Lake Hutto Development of Regional Impact Map H, dated March 2006, attached as **Exhibit B** and incorporated herein by reference.

### **III. GENERAL PROVISIONS**

- A. This Resolution shall constitute the DRI Development Order of Hillsborough County adopted in response to the ADA for the Developer's Lake Hutto DRI.
- B. This Development Order provides specific approval for a single phase development.
- C. The above stated recitals, findings of fact and conclusions of law are incorporated into, and by this reference made a part of, this DRI Development Order.
- D. The legal description of the property set forth in Exhibit A is hereby incorporated into and by reference made a part of this DRI Development Order.
- E. All provisions contained within the ADA and Sufficiency Responses are incorporated herein by this reference and shall be considered conditions of this DRI Development Order, unless inconsistent with the terms and

conditions hereof, in which case the terms and conditions of this DRI Development Order shall control.

- F. Unless otherwise provided for in this DRI Development Order, the definitions contained in Chapter 380, F.S., shall govern and apply hereto.
- G. This DRI Development Order shall be binding upon the Developer and its assignees or successors in interest, including any entity (i.e., including but not limited to Community Development Districts or Property Owner's Associations) which may assume any of the responsibilities imposed on the Developer by this DRI Development Order or any subsequent owner(s) of the property. Any reference to the Developer herein shall include subsequent assignees.
- H. It is understood that any reference herein to any specific individual or governmental agency shall be construed to include any future instrumentality which may be created or designated as successor in interest to, or which otherwise possesses any of the powers and duties of such individual, branch of government or governmental agency.
- I. In the event any portion of this DRI Development Order shall be found to be unenforceable by a court of competent jurisdiction, and if the Developer and the County mutually agree that the deletion of such provision(s) does not affect the overall intent (nor materially impair the benefits negotiated by each party hereunder), then, in that event, the remainder of this DRI Development Order shall remain in full force and effect.
- J. In each instance in this DRI Development Order where the Developer is responsible for ongoing maintenance obligations, the Developer may request the transfer any or all of its maintenance responsibilities to an appropriate private or public body authorized to perform such responsibilities. Nothing contained herein shall be construed as an obligation on the part of any such

private or public body to accept said maintenance responsibilities.

- K. Proposed development activity that constitutes a substantial deviation from the terms or conditions of this DRI Development Order under the terms of Section 380.06(19)(b), F.S., as it may be subsequently amended or superseded, or other proposed changes to the approved DRI which are determined to be substantial deviations pursuant to the criteria and procedure of Section 380.06(19), F.S., as it may be subsequently amended or superseded, shall result in further DRI review pursuant to Chapter 380.06, F.S., as it may be subsequently amended or superseded.
- L. The Administrator, or the Administrator's designee, shall be responsible for monitoring and assuring compliance with all terms and conditions of this DRI Development Order. For purposes of this condition, the Administrator may rely upon or utilize information supplied by any Hillsborough County department or any of the applicable federal, state or local agencies having particular responsibility over the area or subject involved. The Administrator shall report to the BOCC any findings of substantial deviation from the terms and conditions of this DRI Development Order. In the event of a deviation, the Administrator may recommend that the BOCC establish a hearing to consider such deviations and appropriate remedies. Any development activity constituting a change from the approved development plan shall also be reviewed, where appropriate, pursuant to the provisions of the Hillsborough County Land Development Code.
- M. The Developer shall file an annual report in accordance with Section 380.06(18), F.S., and Rule 9J-2.025 (7), F.A.C., (2003). The report shall be submitted on the DCA DRI Annual Report Form adopted for such purposes. Such report shall be due each and every year on the anniversary of the date of adoption of this DRI Development Order until such time as all terms and conditions of this DRI Development Order are satisfied. Such report shall be submitted to all statutorily required governmental agencies including, without

limitation, the County, EPC, DCA, DEP, and TBRPC. The annual report shall be submitted to the BOCC for review. The BOCC shall review the report for compliance with the terms and conditions of this DRI Development Order. The Developer shall be notified of any BOCC hearing wherein such report is to be reviewed. The receipt and review of such annual report by the BOCC shall not be considered a substitute or a waiver of any terms or conditions of this DRI Development Order. This report shall contain:

1. The information required by DCA to be included in the annual report, which information is described in Rule 9J -2.025(7), F.A.C. (2003);
2. A statement setting forth the name(s) and address(es) of any assignee or successor in interest to the Developer in this DRI Development Order;
3. A statement indicating whether or not the Developer has utilized the Equivalency Matrix. The land use entitlements increased or decreased during the reporting year and cumulatively shall be reported as shall be the remaining development entitlements;
4. Any other reporting specifically required in this DRI Development Order.

N. The buildout date for the Project is December 31, 2012, and this DRI Development Order shall expire on December 31, 2014. The Developer shall commence development of the Project no later than June 30, 2007, provided that the Developer has timely received all necessary, final and nonappealable permits to do so. In the event that the Developer has not timely received all necessary, final and nonappealable permits to commence development of the Project on or before June 30, 2007, for any reason beyond the Developer's control, then the development of the Project shall commence within sixty (60) days after receipt of all necessary, final and nonappealable permits to do so.

O. The Project approved hereby shall not be subject to down-zoning, or intensity

reduction until December 31, 2014, unless the local government can demonstrate that substantial changes in the conditions underlying the approval of this DRI Development Order have occurred, or that this DRI Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

- P. Any headings contained in this DRI Development Order are for informational purposes only and shall not be construed as limiting or defining any term or condition contained in this DRI Development Order.
- Q. This DRI Development Order shall not become effective until the Florida DCA has issued its Notice of Intent for the Comprehensive Plan amendment.
- R. All actions tied to the effective date of this DRI Development Order shall be tolled during any period this DRI Development Order may be on appeal pursuant to Section 380.07, F.S., or subject to any other judicial or administrative challenge.
- S. Within thirty (30) days after adoption, a certified copy of this Resolution, together with all exhibits hereto, shall be transmitted by the ex officio Clerk to the BOCC by certified mail or other delivery service for which a receipt as proof of service is required, to DCA, TBRPC, and the Developer.

#### **IV. SPECIFIC CONDITIONS**

##### **A. Proposed Development Program**

1. The development of the project shall proceed as follows:

**Table A-1**

Land Use	Development Program *			Total DRI	Units
	South	Parcel Northwest	Northeast		
<b>Residential Total</b>	<b>2,380</b>	<b>794</b>	<b>18</b>	<b>3,192</b>	<b>DU</b>
Single Family **	2,180	794	18	2,992	DU
Multi-Family (Apartments)	200			200	DU
<b>Retail Total</b>	<b>165,000</b>	<b>20,000</b>		<b>185,000</b>	<b>Sq. Ft.</b>
Town Center	150,000			150,000	Sq. Ft.
Village Center	15,000	20,000		35,000	Sq. Ft.
<b>Office Total</b>	<b>110,000</b>	<b>10,000</b>	<b>60,000</b>	<b>180,000</b>	<b>Sq. Ft.</b>
Town Center	100,000			100,000	Sq. Ft.
Village Centers	10,000	10,000	60,000	80,000	Sq. Ft.
<b>Elem./Middle School/Park</b>	<b>32</b>			<b>32</b>	<b>Acres</b>
<b>Public Park</b>		<b>20</b>		<b>20</b>	<b>Acres</b>

\* Conversion of Land Use Types/Amounts Specified in Equivalency Matrix –Exhibit C.

\*\*Single Family dwellings include detached, townhomes, carriage houses, duplexes, villas and condominiums.

*Where square footage totals are referred to in this Development Order, said term shall mean "gross square feet".*

- At the time of selection of a land use trade-off under the Equivalency Matrix, attached hereto and incorporated herein as **Exhibit C**, the Developer shall provide a copy of the trade-off request to the DCA and TBRPC for review a minimum of 14 days prior to approval by Hillsborough County. This condition shall not be construed as a requirement for an approval of a particular land-use trade-off so long as the desired trade-off is consistent with the conversions set forth in the Equivalency Matrix. The DRI Annual Report shall include information identifying the cumulative amounts of development that have occurred through the use of the Equivalency Matrix and resulting tradeoffs of approved land uses as of the annual report date. Tradeoffs between approved land uses shall be limited to the minimums and maximums identified.

B. Transportation

1. Proportionate Share and Mitigation to be Provided.

The Developer's proportionate-share mitigation dollar amount for the traffic impacts of this Project has been determined to be fifty-two million eight hundred and four thousand and three hundred and sixty dollars (\$52,804,360.00) (the "Proportionate Share"). Notwithstanding the proportionate share amount, the Developer shall mitigate for the traffic impacts of the Development by providing the Required Improvements and Required Contributions listed in Table B-1 regardless of cost, which shall be conditions of approval. The Developer acknowledges that the estimated construction costs in Table B-1 were calculated using "FDOT District 7 Roadway Cost per Centerline Mile (Revised March 2005)", and that actual costs at the time of construction are anticipated to be higher than estimated:

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**Table B-1**

**Required Improvements and Contributions**

<b>Location</b>	<b>Improvement/Contribution</b>	<b>Distance</b>	<b>Cost</b>
<b>Required Improvements</b>			
Fishhawk Blvd. from Bell Shoals Rd. to Lithia Pinecrest Road	Widen to 4 lanes, including all necessary intersection improvements and signalization	4.59 miles	\$30,305,411.00 (Est.)
Lithia-Pinecrest from Bloomingdale to Lithia Ridge/Adelaide	Widen to 4 lanes, including all necessary intersection improvements and signalization	1.5 miles	\$17,687,778.00 (Est.)
Bell Shoals Rd. from Fishhawk Blvd. to Bloomingdale Ave	Widen to 4 lanes, including all necessary intersection improvements and signalization	2.56 miles	\$22,841,483.00 (Est.)
<b>Required Contributions</b>			
I-75/Gibsonton Ramp Improvements	Developer shall provide a monetary contribution to be used to help fund these improvements.		\$1,000,000.00
Hartline Park n' Ride facility - District Park on Fishhawk Boulevard	Developer shall provide a monetary contribution to be used to help fund the construction costs of this facility.		\$100,000.00
<b>Total Estimated Cost of Improvements and Contributions</b>			<b>\$71,934,672.00</b>

(a) Fishhawk Boulevard. The Developer shall design, permit and commence construction of the improvements at Fishhawk Boulevard within twenty (20) months of the effective date of this Development Order, and shall complete construction within eighteen (18) months of receipt of permits to allow for the construction. The Developer shall be entitled to obtain building permits and certificates of occupancy for up to 1350 residential units prior to the commencement of construction of the Fishhawk Boulevard Improvements and Bell Shoals Road Improvements.

(b) Bell Shoals Road.

(1) The County shall acquire at the County's cost and expense all right-of-way that may be required for the widening of Bell Shoals Road to a

four (4) lane divided roadway, from Bloomingdale Avenue to Fishhawk Boulevard, including pond sites.

(2) The Developer shall begin design and permitting of the improvements at Bell Shoals Road within thirty (30) days of the effective date of this Development Order. Within ten (10) months of the effective date of this Development Order:

(i) At the Developer's sole expense, the Developer shall provide to the County the following documents to enable the County to obtain a resolution allowing it to acquire the right of way and other property interests necessary for the construction of the Bell Shoals Road Improvements: sixty percent (60%) project construction plans (or better); one-hundred percent (100%) right of way maps; legal descriptions and parcel sketches; a map of survey and location; and one-hundred percent (100%) maintained right of way maps, if any. The Developer and the County shall work cooperatively during this planning and mapping process with the intent of insuring that the documents to be produced will be satisfactory to the County. The Developer's obligation to provide such documents shall not be deemed satisfied until such documents have been approved by the County, which approval shall not be unreasonably withheld. The Developer shall not be entitled to obtain building permits for more than 1100 residential units prior to providing said documents to the County; and

(ii) The County shall amend its Comprehensive Plan so as to remove the "Constrained" designation for Bell Shoals Road; and

(iii) The County shall list Bell Shoals Road on the Hillsborough County MPO 2025 Needs Assessment Map and/or the Board of County Commissioners (BOCC) adopted Corridor Plan.

(3) As stated in section B.1(a) above, the Developer shall be entitled to obtain building permits and certificates of occupancy for up to 1350 residential units prior to the commencement of construction of the Bell

Shoals Road and Fishhawk Boulevard Improvements. The Developer shall commence construction of the Bell Shoals Road Improvements within thirty (30) months of the effective date of this Development Order. The County and Developer acknowledge that it may be necessary to construct the Bell Shoals Road Improvements in segments, but that commencement of construction of any segment thereof shall constitute commencement of construction of the Bell Shoals Road Improvements for purposes of this Development Order. The Developer shall complete construction of all segments of the Bell Shoals Road Improvements within eighteen (18) months of receipt of the County's notice that it has acquired all right-of-way and other property interests necessary to complete the Bell Shoals Road Improvements in their entirety.

(4) In the event that the County is unable to amend its Comprehensive Plan so as to remove the "Constrained" designation for Bell Shoals Road or to list this road on the Hillsborough County MPO 2025 Needs Assessment Map and/or the Board of County Commissioners (Board of County Commissioners) adopted Corridor Plan within ten (10) months of the effective date of this Development Order as set forth in paragraph B.1.(c)(2)ii and iii above, the Developer shall submit a Notice of Proposed Change for determination of another road improvement to be constructed by the Developer.

(c) I-75/Gibsonton Ramp.

When requested to do so by Hillsborough County or at the date on which the 1350<sup>th</sup> certificate of occupancy is issued, whichever is earlier, the Developer shall submit the cash payment of one million dollars (\$1,000,000.00) to Hillsborough County in order to help fund a portion of the I-75/Gibsonton Ramp Improvements.

(d) Lithia-Pinecrest Road

(1) The County shall acquire at the County's cost and expense, up to a total County expenditure of \$6.4 million (\$6,400,000.00), the right-of-way and other property interests that may be required for the widening of Lithia-Pinecrest to a four (4) lane divided roadway (urban section, with design exceptions where necessary), from Bloomingdale Avenue to Lithia Ridge/Adelaide, including pond sites. To the extent that the costs, fees and/or expenses for the acquisition of the right-of-way or other property interests required to widen Lithia-Pinecrest Road from Bloomingdale Avenue to Lithia Ridge/Adelaide exceed a total of \$6.4 million (\$6,400,000.00), one-half of all such costs, fees and/or expenses in excess of \$6.4 million (\$6,400,000.00) shall be paid by the Developer to the County or to such other individual or entity as the County may direct within fifteen (15) days of the County's request for such payment. The Developer's costs and expenses incurred in obtaining and preparing the documents required by the following paragraph shall not be a consideration in determining the Developer's one-half of the costs, fees and/or expenses in excess of \$6.4 million as set forth in this paragraph.

(2) The Developer shall begin design and permitting of the improvements at Lithia-Pinecrest Road within thirty (30) days of the effective date of this Development Order. The scope of work for the project engineer responsible for the design of the Lithia-Pinecrest Road Improvements shall be approved by the County. Within fifteen (15) months of the effective date of this Development Order, the Developer shall provide to the County, at the Developer's sole cost and expense, the documents necessary to enable the County to obtain a resolution allowing it to acquire the right-of-way and other property interests necessary for the construction of the Lithia-Pinecrest Road Improvements, including: sixty percent (60%) project construction plans (or better); one-hundred percent (100%) right of way maps; legal descriptions and parcel sketches; a map of survey and location; one-hundred percent (100%) maintained right of

way maps, if any; and a project design and environmental analysis which includes an analysis of alternative alignments, pond sites, environmental factors, safety considerations, costs and the long range area plan. The Developer and the County shall work cooperatively during this planning and mapping process with the intent of insuring that the documents to be produced will be satisfactory to the County. The Developer's obligation to provide such documents shall not be deemed satisfied until such documents have been approved by the County, which approval shall not be unreasonably withheld. The Developer shall not be entitled to obtain building permits for more than 1100 residential units prior to providing said approved documents to the County.

- (3) In the event that the Board of County Commissioners fails to approve a resolution for the acquisition by eminent domain of the property required for the widening of Lithia Pinecrest Road within 90 (ninety) days of the receipt of all of the approved documents set forth in B.1(d)(2) above, the Developer shall submit a Notice of Proposed Change for determination of another road improvement or improvements to be constructed by the Developer (the "Alternate Improvement"). The Alternate Improvement shall be equivalent in cost and scope to the Lithia-Pinecrest Road improvements, utilizing the most current factors in the FDOT Long Range Estimating system.
- (4) Within eighteen (18) months of the effective date of this Development Order, the Developer shall submit 100% project construction plans that are acceptable to the County.
- (5) The Developer shall commence construction of the road improvements on Lithia-Pinecrest Road upon receipt of the County's notice that it has acquired all right-of-way and other property interests necessary to complete these improvements to Lithia-Pinecrest Road in their entirety.

(6) The Developer shall be entitled to obtain building permits and certificates of occupancy for up to 2,600 residential units prior to the commencement of construction of the Lithia-Pinecrest Road Improvements, or, if applicable, the Alternate Improvement. The Developer shall complete construction of the Lithia-Pinecrest Road Improvements, or, if applicable, the Alternate Improvement, within eighteen (18) months of the commencement of construction.

(e) Hartline Park n' Ride.

The Developer shall, within six (6) months of the effective date of this Development Order, or no later than the date on which a Certificate of Occupancy is issued for any structure within the Development, whichever is earlier, submit a cash payment of one-hundred thousand dollars (\$100,000.00) to Hartline to help fund the construction of a Hartline Park n' Ride facility to be located in the District Park on Fishhawk Boulevard.

2. The obligations set forth in B.1.(a) - (e) above shall fully and completely satisfy the transportation mitigation requirements of this Development.

3. The Developer agrees to use due diligence to design and identify right-of-way needs, provide the right-of-way (with the exception of the necessary right-of-way for the Bell Shoals and Lithia-Pinecrest Road improvements as referenced above) and construct those Required Improvements identified in Table B-1 above. If necessary, the County agrees to utilize its powers of eminent domain to acquire any needed right of way for the Required Improvements upon the execution of a collateral agreement between the Developer and County specifying the duties of each party. All legal, engineering and design costs and expenses attributable to acquiring the right-of-way shall be paid by the Developer, except for those costs and expenses related to the

necessary right-of-way for the Bell Shoals and Lithia-Pinecrest improvements specifically assumed by the County in this Development Order.

4. Impact Fee Offsets.

(a) The Developer shall be entitled to impact fee offsets for the appraised value of the Required Improvements only if the Required Improvements are shown on the adopted MPO 2025 Needs Assessment Map and/or Board of County Commissioners (BOCC) adopted County Corridor Plan at the time of dedication. No impact fee offsets shall be recognized for a Required Contribution unless the Required Contribution is included on the adopted MPO 2025 Needs Assessment Map and/or Board of County Commissioners (BOCC) adopted County Corridor Plan at the time of the contribution.

(b) Any impact fee offsets recognized for eligible Required Improvements and/or Required Contributions will be determined in accordance with the Consolidated Impact Assessment Program Ordinance.

(c) Nothing herein shall be construed as a waiver of Developer's right to contest the validity of the Impact Fee Ordinance, the impact fees assessed thereunder, or the offsets to be provided.

5. Intersection Improvements.

Prior to Construction Plan approval for the applicable Parcel, the Developer shall provide a traffic analysis, signed by a Professional Engineer, showing the length of the required left and right turn lanes needed to serve development traffic. The turn lanes shall be constructed to FDOT and/or Hillsborough County standards using FDOT standard Index 301 & 526, and an asphalt overlay shall be applied over the entire portion of roadway where a left turn lane is

provided. The Developer shall construct the following turn lanes at its expense at the time of the entrance construction:

(a) Transportation Area A (Westernmost entrance to the South Parcel)

This intersection is to be signalized (as warranted). In addition, the Developer shall construct the following intersection improvements:

Dual Eastbound Right Turn Lanes  
Dual Westbound Left Turn Lanes  
Dual Northbound Left Turn Lanes  
Dual Northbound Right Turn Lanes

(b) Transportation Area B (Boyette Road at Road III entrance)

This intersection will have to be reconstructed as a Four-way intersection or Roundabout in order to provide safe access at this location.

(c) Transportation Area C (Boyette Road at south Road III entrance)

The Developer shall construct a Southbound Left Turn Lane.

(d) Transportation Area D (Easternmost entrance to the South Parcel)

This intersection is to be signalized (as warranted). In addition, the Developer shall construct the following intersection improvements:

Dual Eastbound Right Turn Lanes  
Dual Westbound Left Turn Lanes  
Dual Northbound Left Turn Lanes  
Dual Northbound Right Turn Lanes

(e) Transportation Area E (Boyette Road at south Road II entrance)

The Developer shall construct an Eastbound Left Turn Lane.

(f) Transportation Area G (Easternmost entrance to the Northwest Parcel)

This intersection is to be signalized (as warranted). In addition, the Developer shall construct the following intersection improvements:

Dual Eastbound Left Turn Lanes  
Dual Westbound Right Turn Lanes  
Dual Southbound Left Turn Lanes  
Dual Southbound Right Turn Lanes  
Southbound Thru Lane

(g) Transportation Area H (Lithia Springs Road at Lithia Pinecrest Road)

This intersection is to be signalized (as warranted). In addition, the Developer shall construct the following improvements:

Southbound Right Turn Lane on Lithia Pinecrest Road @ Lithia Springs Road

Northbound left turn lane on Lithia Pinecrest Road at Lithia Springs Road.

Southbound Right Turn Lane on Lithia Pinecrest Road at the Northeast Parcel Entrance Road

6. Traffic Monitoring. The Developer shall conduct a traffic monitoring program to verify that the trips generated by Lake Hutto do not exceed those assumed in the transportation analysis. The Developer shall provide traffic counts as part of the annual report to identify project trips. This monitoring program shall begin once certificates of occupancy have been issued for 50% of the dwelling units for which the project is entitled, and continue on an annual basis until full project build-out.

(a) The monitoring program will consist of PM peak hour two-way counts from 4:00 to 6:00 PM, with subtotals at 15-minute increments, at the project entrance driveways. Only turns to and from the project entrances need to be counted (through volumes will not be required). The sum of the project entrance trips will be totaled by 15-minute increments and the highest four consecutive 15-minute totals will be summed to determine the PM peak hour for project traffic. This total is assumed to include new external trips and pass-by trips. The total PM peak hour project traffic at the driveways was estimated to be 4222 new external and 214 pass-by, for a total of 4436 trip ends.

(b) If the monitoring results demonstrate that the project is generating more than fifteen percent above the estimated number of actual driveway trips stated above, Hillsborough County may conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and may amend the Development Order to change or require additional roadway improvements. The revised Transportation Analysis shall be subject to review by all appropriate review entities.

7. In the event that the performance by the Developer of the commitments set forth in this Development Order shall be interrupted or delayed by war, riot, civil commotion or natural disaster then Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
8. The Development will also be designed to encourage non-vehicular modes of transportation by providing an inter-connected pedestrian network. This network will connect the residential areas to the schools, office, shopping and recreational areas.

C. Air Quality/Wind and Water Erosion

Best management practices shall be employed during site preparation and construction to minimize air quality impacts. Short-term (temporary construction) impacts on air quality will be mitigated by the contractor, developer and/or builder employing approved dust control measures to minimize wind erosion and particulate air pollution. Such measures include grassing, watering, seeding, mulching and/or a combination of dust suppression methods for cleared areas that are

awaiting building activities, installing wind screens, covering open-top haul trucks during transit, and maintaining internal haul roads.

D. Soils

1. Soil conservation measures may include staked hay bale barriers, siltation screens, water truck spraying, sedimentation ponds, berms and quick sodding. There shall be regular inspection of siltation screens or hay bales during construction to ensure correct functioning and good condition. The development will be constructed in incremental steps that will also reduce wind and rain induced erosion during construction.
2. Geotechnical studies and/or subsurface explorations shall be conducted during the design phase to verify the subsurface conditions in the project area.
3. Surface strippings containing organics, unsuitable for structural use, shall be temporarily stockpiled on an individual project basis and will be utilized for landscape topsoil and landscape berms as needed.
4. All surface strippings that are to be utilized for landscape topsoil and berms will be treated to reduce germination/growth of exotic or nuisance species.

E. Stormwater Management and Water Quality

1. In order to protect surface water quality, stormwater exiting the site shall meet or exceed all applicable State water quality standards.
2. Wetlands shall not be displaced by the installation of stormwater conveyance and treatment swales, unless otherwise approved by reviewing agencies.

3. The Developer shall implement a stormwater treatment/management plan that meets the criteria in Sections 40D-4 and 40D-40, FAC. Best Management Practices, as published by SWFWMD, will be implemented where practical to further enhance the aforementioned criteria. The stormwater management system shall be designed to maintain the natural hydro period of the receiving wetlands.
4. The stormwater management system will be operated and maintained by a Property Owners' Association or a CDD as established under the laws of the State of Florida. Where appropriate, governmental entities may also assume maintenance of such systems.
5. The Developer or other responsible entity(ies) shall have a licensed engineer conduct annual inspections of the stormwater management systems on the project site to ensure that the system is being properly maintained in keeping with its design, and is capable of providing the level of stormwater storage and treatment for which it was designed and intended. Inspection results shall be included in each annual report.
6. Prior to any site alteration activities associated with the project, the Developer shall implement a groundwater monitoring program approved by the DEP, Hillsborough County, Tampa Bay Water or other applicable agencies. The monitoring plan shall include appropriate provisions for the characterization of the pre-development baseline water quality and water level conditions of the sites groundwater. The groundwater monitoring program required pursuant to this condition shall include identification of well locations, sampling frequency, and sampling duration, as well as parameters to be monitored and applicable collection and analytical methods.

7. Upon completion of the pre-development groundwater program, a report of results will be submitted to the DEP and Tampa Bay Water for review and approval. In addition to the official laboratory results, the report shall include recommendations regarding monitoring during construction and post construction. Any proposed construction and post-construction monitoring plans developed pursuant to this condition shall be submitted to the DEP and Tampa Bay Water for review and approval. After the initial data is received, the necessity for further monitoring will be assessed.
  
8. Prior to commencement of development, the Developer shall also develop and implement a surface water quality management program approved by Hillsborough County, Southwest Florida Water Management District (SWFWMD), DEP and Tampa Bay Water, with the purpose of the monitoring program to ensure that there is no adverse impact to the water quality of the Alafia River. The program shall include details regarding sampling locations, specific parameters, frequency of monitoring, and provide for submittal of monitoring results to the above-listed agencies.
  
9. To prevent adverse effects to the Floridan aquifer there shall be no stormwater pond/lake excavation into or through the Floridan aquifer's confining layers. Special attention shall be given to the shallow, semi-continuous nature of the Floridan aquifer confining layer by Hillsborough County and SWFWMD during the design plan review/approval/permitting process. During construction, the contractor shall be required to notify the project geotechnical consultant if deep clays or limestone materials are encountered during construction operations; and any such concerns shall be properly

evaluated, with appropriate remedial repairs made by the contractor, to insure no adverse impact to the limestone Floridan aquifer system.

10. Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole formation. During project design, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area via a series of Standard penetration test boring, to evaluate at least the following: depth to clayey semi-confining unit, thickness of the unit; consistency and integrity of the unit; depth to uppermost limestone unit; and check for significant evidence of overburden soil erosion/raveling related to karst activity. If any significant karst-related evidence is discovered, then Tampa Bay Water and the appropriate regulatory agencies shall be notified and additional appropriate geotechnical testing and evaluation shall be recommended and implemented.
11. The Developer shall implement signage and resident education advocating surface water protection.
12. Low impact development techniques shall be used to the greatest extent practicable and achievable throughout the development, particularly in areas draining directly to the Alafia River. These techniques shall include, but not be limited to, techniques such as retaining as much existing native vegetation as possible, shallow vegetated swales, Florida-friendly plant selections, small recessed garden area in landscaped areas, pervious pavement technologies and stabilized grass areas for overflow parking.
13. The historic average volume of stormwater runoff discharged from the

project should not be decreased post-development. The applicant shall in cooperation with Tampa Bay Water and to the extent the permitting agencies (Hillsborough County and SWFWMD) can allow, consider stormwater design solutions which achieve this goal (i.e. use of swale systems and reducing treatment volume requirements). The applicant shall provide a computer model hydrologic/hydraulic analysis demonstrating Project build-out water withdrawal volumes at the Tampa Bay Water Bell Shoals intake are not reduced from pre-development conditions by performing long-term (minimum 5-year) computer model simulations that include dry, average and wet conditions.

14. All site plans and plats generated and/or submitted by the applicants/developers during the course of permitting and development activities shall show the Tampa Bay Water easements. In addition, all site plans shall show the facilities located within Tampa Bay Water's easements. Tampa Bay Water agrees to provide the necessary facilities information in Florida State Plane Coordinate System/AutoCAD electronic files to the applicants/developers. The applicants/developers shall demonstrate to Tampa Bay Water's reasonable satisfaction that development activities comply with the order of Taking in Connection with Parcel 1301.12P/T and the Stipulated Final Judgment as to Parcels 1301.12(P), 1301.12(T) and the easement conditions contained therein.

F. Open Space/Wetlands/Vegetation and Wildlife

1. Any activity interfering with the integrity of the wetlands, such as clearing, excavating, draining or filing, without written authorization from the Director of Environmental Protection Commission or his designated agent, pursuant to Section 17 of the Hillsborough County

Environmental Protection Act and of Chapter 1-11, Rules of Environmental Protection Commission shall be prohibited.

2. In the event that any additional state- or federally-listed species or nesting colonies of wading bird species not already identified are discovered on-site during project development, the Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission ("FWC") and implement the recommended measures for species protection.
3. Prior to the issuance of any building or land alteration permits or other development, the developer will submit a Resource/Habitat Management Plan to Hillsborough County and to FWC for their approval, which plan shall include provisions for managing natural features that will remain after development and on-site preserve areas, including but not limited to Lake Hutto, nuisance species, water quality, and the Florida Goldenaster. The plan shall address all listed species occurring within the preserves.
4. If fire and/or mechanical vegetation management alternatives are included in the management plan, deed restrictions will be placed on adjacent lots or commercial properties acknowledging that appropriate land management techniques may occur. Should burning be implemented on preservation areas adjacent to residential or commercial uses, appropriate precautionary measures will be outlined in the management plan. Educational material will be published separately for distribution to affected homeowners.
5. The Developer's Resource/Habitat Management Plan will also address management, protection and appropriate uses for the Significant Wildlife Habitat areas. Low-impact recreation trails shall be

included in the management plan as an allowable use in such areas. The trails will include signage emphasizing the parameters of the wildlife habitat areas for purposes of education and awareness.

6. Existing native plant communities will be retained to the greatest extent practicable.
7. The Project will be designed to provide connections and continuity between wetland habitat areas.
8. The project site may continue to be used for agricultural activities, but at no greater intensity than at present. No agricultural activities shall be initiated on land not previously under such use. Silvicultural activities shall be limited solely to upland areas and shall not be conducted within 30 feet of the EPC Wetland Line.
10. Prior to the initiation of construction activities the Developer shall contact the Hillsborough County Planning & Growth Management Department Natural Resources Division and arrange for a site visit to verify the presence or non-presence of habitat for gopher tortoises and burrowing owls. Pre-construction surveys shall be provided for gopher tortoises, Sherman's fox squirrels, burrowing owls, and sandhill cranes, as set forth herein in more detail.
11. Pre-construction surveys for gopher tortoises shall include habitat assessments of each proposed preserve area in order to evaluate mitigation requirements.
12. Pre-construction surveys for Sherman's fox squirrels shall be conducted during their breeding seasons (May to August and November through January). The Developer shall contact the FWC for

- review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction.
13. Pre-construction surveys for Florida burrowing owls shall be conducted during their breeding season (February to July). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction.
  14. Pre-construction surveys for Florida sandhill cranes shall be conducted during their breeding season (February through April). The Developer shall contact the FWC for review and consultation concerning conservation measures and, if needed, mitigation, prior to initiating construction.
  15. Southeastern American kestrels have been observed within the project area and appropriate habitat for nesting by the kestrel occurs within the project area. Additional surveys for southeastern American kestrels will be conducted to determine appropriate mitigation for proposed impacts to potential kestrel habits. Survey and habitat delineation methods and associated mitigation requirements shall follow the procedures 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).
  16. All stream crossings shall avoid or minimize wetland impacts and utilize design features that span the entire flood plain or incorporate adequate under crossings that maintain wildlife and habitat connectivity.

G. Water Conservation

1. The Project will comply with all applicable county ordinances that establish standards for the development, installation, maintenance and preservation of water for efficient landscaping and irrigation.
2. The Developer shall encourage the use of water conserving landscapes and the responsible use of water by occupants. This will include providing educational materials on water conservation to the residents and other users within the Project.
3. Prior to construction, the Developer shall investigate the technical, environmental and economic feasibility of using non-potable water from the surficial aquifer and stormwater for irrigation and other purposes within the development. The investigation shall include, at a minimum, the proximity of the non-potable source to the proposed development, the long-term availability of that source, the appropriateness of the source for intended use, and consideration of the installation of distribution lines during construction in anticipation of future availability of the non-potable source. Prior to construction, the Developer shall provide a report detailing this investigation to the County and the Southwest Florida Water Management District.
4. Development shall follow water conservation Best Management Practices for water conservation.
5. The Developer shall use the lowest quality water available for irrigation. Further, the Developer shall participate to the extent feasible in the County's adopted recovered water program and to comply with all applicable regulations governing the receiving of recovered water. Native vegetation, Florida Friendly landscaping and/or drought tolerant landscaping shall be used wherever feasible.

6. Installation of high-efficiency (low volume) plumbing fixtures, appliances, and other water conserving devices shall be as required in the Standard Plumbing Codes (Southern Building Codes) and any other applicable regulation.
7. Individual water meters shall be installed for each housing unit. Rainfall sensor devices shall be included on all irrigation systems.
8. Total water use for the development shall meet the compliance per capita use rate required in the Eastern Tampa Bay Water Use Caution Area, which is part of the SWUCA, of 150 gallons per day.

H. Energy Conservation

The Developer shall encourage the incorporation of energy conservation measures into the site design, building construction and landscaping to the maximum extent feasible.

I. Historical or Archaeological Resources

The discovery of any historical or archaeological resources shall be reported to the Florida Division of Historical Resources and Hillsborough County and the disposition of such resources shall be determined in cooperation with the Florida Division of Historical Resources and Hillsborough County.

J. Floodplains

1. All construction occurring within the 100-year floodplain will comply with applicable Hillsborough County and SWFWMD regulations. Finished floor elevations of all habitable structures shall be constructed above the Federal Emergency Management and/or the latest Hillsborough County Stormwater Master Plan 100-year base

flood elevation.

2. Compensation for the loss of 100-year flood storage capacity shall be provided.

K. Wastewater Management

1. Development shall be required to connect to County wastewater service in accordance with the Future of Hillsborough, Comprehensive Plan and Land Development Code. No permanent septic tanks shall be installed within the development site.
2. The Developer shall prepare master plans for water, including consideration of residential sub-metering, wastewater, and if applicable, reclaimed water. The master plans shall be submitted to the County Planning & Growth Management Department prior to, or not later than, the first preliminary site plan submission.

L. Solid Waste/Hazardous Waste/Medical Waste

The Project is not intended to include any uses that would generate hazardous waste or toxic materials. However, all commercial and office tenants or purchasers shall be provided with information at the time of purchase or lease which identifies hazardous and/or medical materials and proper procedures for the handling and disposal of such materials. In the event that businesses using or producing hazardous materials or medical waste locate within the project, these materials shall be handled in a manner consistent with applicable Federal, State and Local regulations.

M. Police and Fire Protection

1. The Developer shall coordinate with the Hillsborough County Sheriff's Office to optimize environmental building attributes prior to construction and to incorporate security improvements throughout the project.
2. The Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

N. Recreation and Open Space

1. The Developer shall dedicate to the Hillsborough County Parks Department a total of 26 acres as dedicated public park area. The Developer shall dedicate twenty (20) acres within the Northwest Parcel, as indicated on Map H, located adjacent to (and in order to facilitate expansion of) the County's planned athletic complex/district park to be located on Fishhawk Boulevard.
2. The Developer shall also dedicate six acres of parkland and park improvements within the Southern Parcel, which park shall be co-located with a combined elementary/middle school site, as described in Section O below.
3. Impact fee offsets will be recognized only for land or improvements which meet the standards for parkland and improvements identified in the Consolidated Impact Assessment Program Ordinance. In instances where parks and schools are co-located, impact fee offsets shall only be granted for land actually dedicated to the County which is otherwise eligible for impact fee offsets.
4. The Project will enhance the regional trail subsystem by providing an

interconnected pedestrian/bicycle network. Wherever possible, trails located within the project will be connected to existing trails located on adjacent properties. The trail system will also link neighborhoods within each parcel to the schools, parks, ELAPP trails and town and village centers.

5. On-site open space shall be maintained by the Developer until assigned or transferred to an appropriate maintenance entity, such as a Community Development District or property owners association, or to another governmental entity, if required.

O. Schools

1. The Developer shall convey to the School District of Hillsborough County, and to the County, at no cost to either, a total of 32 acres located on the Southern Parcel, as indicated on Map H dated March 2006, of which 26 acres will be conveyed to the School District for the construction of a combined elementary/middle school. Six acres will be conveyed to the Hillsborough County Parks Department for a park facility which will be co-located with the school site. It is anticipated that the County and the School District will enter into an interlocal agreement with regard to the co-location of park facilities on the school site. Developer will promptly convey this acreage upon request after the effective date of this Development Order.
2. As part of its initial phase of construction the Developer shall construct the road shown on Map H dated March 2006, and on the General Site Plan dated March 2006, that will provide access to the school site. The road will be constructed and conveyed to the appropriate governmental entity by no later than January 2008. Prior to such conveyance, Developer shall provide for construction vehicle access, as may be necessary. In addition, the Developer

shall include the school site within its master drainage plan, so as to enable the School District to avoid the expense of providing on-site stormwater retention.

3. Toward mitigation for inadequate capacity for high school students, the Developer shall make the following monetary contributions to the School District of Hillsborough County for the construction of a new classroom wing at Newsome High School:
  - (a) Within 30 days of the effective date of this Development Order, Developer shall make a payment of five-hundred thousand dollars (\$500,000.00) to the School District; and
  - (b) Developer shall make a payment of one-million dollars (\$1,000,000.00), at the request of the School District, no later than the date on which the District commences construction of the new classroom wing; and
  - (c) Developer shall make a payment of one and one-half-million dollars (\$1,500,000.00), at the request of the School District, no later than the date on which the District receives a certificate of occupancy for the new classroom wing.
4. The Developer and the School District may enter into contractual agreements separate and apart from this Development Order, if necessary, in order to further clarify the provisions of the in-kind and monetary contributions referenced above.
5. The School District confirms that the in-kind monetary contributions that are to be made pursuant to the Development Order, coupled with the two on-site schools that are approved and budgeted under the School District's five-year work plan, based upon the currently used student generation rates and estimated demand, will provide adequate capacity to accommodate the future residents of this project based upon the number of residences contained herein. If

this Development Order were amended sometime in the future to increase the number of residences, the School District would have to perform a new analysis to determine if adequate capacity would still exist.

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

I, PAT FRANK, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board at its regular meeting of 12/5, 2006, as the same appears of record in Minute Book 367 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 11<sup>th</sup> day of December 2006.

PAT FRANK, CLERK

By: Marcia D.K. Deim

Deputy Clerk



**APPROVED BY COUNTY ATTORNEY**

By: [Signature]

Assistant County Attorney

Approved as to form and legal sufficiency

## EXHIBITS

- A. Legal Description
- B. Map H
- C. Land Use Equivalency Matrix

# EXHIBIT A

## LEGAL DESCRIPTION

### LAKE HUTTO PULTE HOME CORPORATION "NORTHWEST"

DESCRIPTION: A parcel of land lying in Sections 19, 20 and 21, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 19, for a POINT OF BEGINNING, run thence along the South boundary line of said Northeast 1/4 of Section 19, N.89°26'16"W., 116.01 feet; thence N.00°10'01"W., 1438.33 feet; thence S.89°26'16"E., 116.01 feet to a point on the East boundary line of the Northeast 1/4 of said Section 19; thence N.86°41'56"E., 55.77 feet; thence N.58°36'39"E., 355.84 feet; thence N.34°22'05"E., 226.47 feet; thence N.85°08'05"E., 245.43 feet; thence N.69°35'11"E., 16.44 feet; thence S.89°39'27"E., 27.58 feet; thence S.45°38'32"E., 330.13 feet; thence N.58°27'41"E., 218.68 feet; thence N.53°00'00"E., 499.38 feet; thence N.67°54'54"E., 177.86 feet; thence N.69°19'29"E., 1150.36 feet; thence N.02°14'48"W., 117.35 feet to a point on the South boundary line of 30 foot Permanent Easement as recorded in Official Records Book 12097, Page 518 and Official Records Book 11007, Page 292, all in the Public Records of Hillsborough County, Florida; thence along said South boundary line of 30 foot Permanent Easement, said line lying 30.00 feet South of and parallel with the Southerly Maintained right-of-way line of Lithia Springs Road, the following three (3) courses: 1) N.89°59'22"E., 2464.52 feet to a point on the West boundary line of the Northwest 1/4 of the aforesaid Section 21; 2) continue N.89°59'22"E., 515.52 feet; 3) S.89°55'07"E., 280.89 feet; thence S.01°01'59"E., 374.43 feet; thence S.01°01'50"E., 308.46 feet; thence S.85°07'59"E., 393.34 feet; thence S.81°05'04"E., 426.63 feet; thence S.52°25'22"E., 106.91 feet; thence S.29°45'14"E., 172.05 feet; thence S.89°47'38"E., 145.89 feet; thence S.89°27'53"E., 323.09 feet; thence S.89°33'59"E., 407.43 feet to a point on the East boundary line of the Northeast 1/4 of said Northwest 1/4 of Section 21; thence along said East boundary line, S.00°38'29"E., 270.80 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 21; thence along the East boundary line of said Southeast 1/4 of said Northwest 1/4 of Section 21, S.00°38'20"E., 1324.83 feet to the Southeast corner of said Northwest 1/4 of Section 21; thence along the South boundary line of said Northwest 1/4 of Section 21, N.89°52'34"W., 2657.38 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Section 20; thence along the South boundary line of said Northeast 1/4 of Section 20, S.89°46'06"W., 2660.97 feet to the Southeast corner of the Northwest 1/4 of said Section 20; thence along the South boundary line of said Northwest 1/4 of said Section 20,

S.89°46'06"W., 692.13 feet; thence S.00°14'16"W., 902.18 feet to a point of curvature, thence Southerly, 157.56 feet along the arc of a curve to the right, having a radius of 850.00 feet, a central angle of 10°37'13", a chord bearing and distance of S.05°32'53"W., 157.33 feet to a point on the Southerly boundary of a Tampa Electric Company Easement, as recorded in Deed Book 1737, Page 20, Public Records of Hillsborough County, Florida; thence N.89°35'19"W., 101.92 feet along said Southerly boundary to a point on a curve; thence Northerly, 157.50 feet along the arc of a curve to the left, having a radius of 750.00 feet, a central angle of 12°01'56", and a chord bearing and distance of N.06°15'14"E., 157.21 feet to a point of tangency; thence N.00°14'16"E., 901.36 feet to a point on the aforesaid South boundary line of the Northwest 1/4 of said Section 20; thence along said South boundary line, S.89°46'06"W., 1868.83 feet to the POINT OF BEGINNING.

Containing 402.539 acres, more or less.

TOGETHER WITH:

LAKE HUTTO  
PULTE HOME CORPORATION "NORTHEAST"

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 16, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 16, run thence along the South boundary line of said Southeast 1/4 of Section 16, the following two (2) courses: 1) N.89°53'34"W., 27.20 feet to the POINT OF BEGINNING; 2) continue N.89°53'34"W., 1327.04 feet to the Southwest corner of the Southeast 1/4 of said Southeast 1/4 of Section 16; thence along the West boundary line of said Southeast 1/4 of the Southeast 1/4 of Section 16, N.00°11'22"E., 609.28 feet to a point on a curve on the South Maintained right-of-way line of Lithia Springs Road; thence along said South Maintained right-of-way line, the following two (2) courses: 1) Easterly, 135.61 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 19°25'30" (chord bearing N.76°47'40"E., 134.96 feet); 2) N.89°38'44"E., 485.18 feet; thence along the South right-of-way line of said Lithia Springs Road, as recorded in Official Records Book 1378, Page 359, of the Public Records of Hillsborough County, Florida, the following two (2) courses: 1) S.38°45'14"E., 21.05 feet; 2) N.89°33'13"E., 106.38 feet to a point on the Southwesterly right-of-way line of Lithia Pinecrest Road, per Florida Department of Transportation Right-of-Way Map Section No. 10508-2603; thence along said Southwesterly right-of-way line, S.43°04'08"E., 862.39 feet to the POINT OF BEGINNING.

Containing 15.043 acres, more or less.

ALSO TOGETHER WITH:

LAKE HUTTO  
PULTE HOME CORPORATION "SOUTH"

DESCRIPTION: A parcel of land lying in Sections 24 and 25, Township 30 South, Range 20 East and in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 25, run thence along the East boundary line of said Section 25, N.00°21'49"E., 30.00 feet to a point on the North Maintained right-of-way line of Boyette Road, said point also being the POINT OF BEGINNING; thence along said North Maintained right-of-way line, N.89°59'18"W., 1330.05 feet to a point on the East boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence along said East and North boundary lines of the Southwest 1/4 of the Southeast 1/4 of Section 25, the following two (2) courses: 1) N.00°15'35"E., 1285.79 feet to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 25; 2) S.89°52'02"W., 1299.00 feet to a point on the East Maintained right-of-way line of Boyette Road; thence along said East Maintained right-of-way line, the following two (2) courses: 1) N.00°10'21"E., 1492.95 feet; 2) N.00°08'14"E., 1136.30 feet to a point on the South boundary line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 25; thence along said South, East and North boundary lines of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 25, the following three (3) courses: 1) N.89°49'45"E., 628.85 feet; 2) N.00°08'45"E., 658.86 feet; 3) S.89°51'59"W., 625.14 feet to a point on the aforesaid East Maintained right-of-way line of Boyette Road; thence along said East and North Maintained right-of-way line of Boyette Road, the following two (2) courses: 1) N.00°29'40"E., 501.66 feet; 2) N.26°05'03"W., 79.32 feet to the West boundary of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the aforesaid Section 25; thence N.00°20'39"E., 105.03 feet to the Northwest corner thereof; thence S.89°58'49"W., 97.33 feet along the South boundary of the Northwest 1/4 of said Section 25 to the Northerly maintained right-of-way line of the aforesaid Boyette Road; thence along said maintained right-of-way line the following three (3) courses: 1) N.56°03'17"W., 25.11 feet; 2) N.78°27'40"W., 101.77 feet; 3) S.89°27'32"W., 1125.49 feet to a point on the West boundary line of the Southeast 1/4 of the Southwest 1/4 of the aforesaid Section 24; thence along said West boundary line, N.00°17'08"E., 1189.21 feet to a point on a curve on the South right-of-way line Fishhawk Boulevard; thence along said South right-of-way line, the following sixteen (16)

courses: 1) Easterly, 316.00 feet along the arc of a curve to the left having a radius of 1021.93 feet and a central angle of 17°43'00" (chord bearing N.80°55'47"E., 314.74 feet); 2) S.17°55'44"E., 21.00 feet; 3) N.72°04'16"E., 559.70 feet; 4) S.17°55'44"E., 30.00 feet; 5) N.72°04'16"E., 63.35 feet to a point of curvature; 6) Easterly, 207.41 feet along the arc of a curve to the right having a radius of 836.93 feet and a central angle of 14°11'56" (chord bearing N.79°10'14"E., 206.88 feet); 7) S.03°43'48"E., 12.72 feet; 8) S.89°27'50"E., 4295.00 feet; 9) S.00°32'10"W., 47.00 feet; 10) S.89°27'50"E., 235.00 feet; 11) S.00°32'10"W., 160.00 feet; 12) S.89°27'50"E., 210.00 feet; 13) N.24°54'46"E., 210.79 feet; 14) S.89°27'50"E., 25.00 feet; 15) N.00°32'10"E., 60.00 feet; 16) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter referred to as POINT "B"; thence Southerly along said centerline of Fishhawk Creek to a point hereinafter referred to as POINT "A", (reference line between said POINT "B" and POINT "A" bears, S.01°19'06"E., 4848.77 feet); thence SOUTH, 1045.61 feet; thence S.55°55'06"W., 341.03 feet; thence S.08°19'38"E., 266.46 feet; thence S.09°16'33"E., 124.75 feet; thence S.10°23'32"E., 212.90 feet to a point on the aforesaid North Maintained right-of-way line of Boyette Road; thence along said North Maintained right-of-way line, S.89°58'09"W., 1281.68 feet to a point on the East boundary line of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the aforesaid Section 30; thence along said East, North and West boundary lines of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 30, the following four (4) courses: 1) N.00°58'18"E., 629.51 feet; 2) N.89°55'26"W., 341.73 feet; 3) N.89°57'49"W., 341.66 feet; 4) S.00°21'49"W., 629.74 feet to the POINT OF BEGINNING.

Containing 709.502 acres, more or less. (to the centerline of Fishhawk Creek)

Containing 707.349 acres, more or less. (above Ordinary High Water)

ALLTOGETHER Containing 1,127.084 acres, more or less. (to the centerline of Fishhawk Creek)

ALLTOGETHER Containing 1,124.931 acres, more or less. (above Ordinary High Water)

P:\TR\MP\LEGAL\TR-PULTE

JLS

JLS (Revised)

JLS (Revised)

JLS (Revised NW PAR & O/A acreages by 2.246 Ac.)

JLS (Revised NE PAR – Southeast corner)

PAD (Revised South parcel less out sliver)

July 28, 2004

August 9, 2004

August 10, 2004

February 15, 2005

May 20, 2005

November 8, 2005

# EXHIBIT B

## MAP H



Land Use	Parcel				Total DRI	Units
	South	Northwest	Northwest	Northwest		
<b>Residential Total</b>	<b>2,380</b>	<b>794</b>	<b>18</b>	<b>18</b>	<b>3,192</b>	<b>DU</b>
Single Family (2)	2,180	794	18	18	2,992	DU
Multi-Family (Apartments)	200	—	—	—	200	DU
<b>Retail Total</b>	<b>165,000</b>	<b>20,000</b>	<b>—</b>	<b>—</b>	<b>185,000</b>	<b>Sq. Ft.</b>
Town Center	150,000	—	—	—	150,000	Sq. Ft.
Village Center	15,000	20,000	—	—	35,000	Sq. Ft.
<b>Office Total</b>	<b>110,000</b>	<b>10,000</b>	<b>60,000</b>	<b>60,000</b>	<b>180,000</b>	<b>Sq. Ft.</b>
Town Center	100,000	—	—	—	100,000	Sq. Ft.
Village Centers	10,000	10,000	60,000	60,000	80,000	Sq. Ft.
<b>Elem./Middle School/Park</b>	<b>32</b>	<b>—</b>	<b>20</b>	<b>—</b>	<b>32</b>	<b>Acres</b>
<b>Public Park</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>20</b>	<b>20</b>	<b>Acres</b>

(1) Conversion of Land Use Types/Amounts Specified in Equivalency Matrix in the Development Order  
 (2) Single Family dwellings include detached, townhomes, carriage houses, duplexes, villas and condominiums.

**Note:**  
 Map H illustrates the general location of development components and access points. Preliminary approvals will determine exact roadway alignments, trails, wetland delineations, town center, village centers, parks and school site configurations. Specific details will be shown on County MPUD plans, final plats and construction plans.

**Consultant Team**  
 Environmental Planning & Engineering  
 Biological Research Associates Heidt & Associates, Inc.  
 Economic Transportation  
 Fishkind & Associates, Inc. Linda & Associates, Inc.  
 Master Planning Geotechnical  
 Florida Planning Studio, Inc. Mortensen Engineering, Inc.  
 Legal Archaeological  
 Fowler-White Boggs Banker P.A. Panamerican Consultants, Inc.

# Lake Hutto Hillsborough County, Florida

A Development of Regional Impact  
 By: **Pulte Homes**  
**Map H  
 Master Development Plan  
 March 2006**

# EXHIBIT C

## EQUIVALENCY MATRIX Lake Hutto

Change From	Change To				
	Residential S.F. Detached	Residential Apartment	Residential S.F. Attached	Retail	Office
Residential - Single Family Detached	NA	1.6341	1.9404		
Residential - Apartments	0.6119	NA	1.1874		
Residential – Single Family Attached	0.5153	0.8421	NA		
Retail	NA	NA	NA	NA	1.0565
Office	NA	NA	NA	0.9465	NA

Trade-off rates based on the following ADA trip generation calculations from ADA Table 21-6:

Land Use	Size	PM Peak Hour Total	Rate (Trips/Unit)
S.F. Residential Detached	2,400	2,314	0.964
Apartments	200	118	0.590
S.F. Residential Attached	960	477	0.497
Retail	185,000	683	3.692
Office	180,000	629	3.494

Example 1: Trade-off 20,000 S.F. of Retail for Office,  $20,000 \text{ s.f.} \times 1.0565 = 21,130 \text{ s.f.}$  of Office

Example 2: Trade-off 10 S.F. Residential for S.F. Attached,  $10 \text{ S.F. Res.} \times 1.9404 = 19 \text{ DU}$  of S.F. Attached

Notes:

- 1) The purpose of the trade-off mechanism is to allow the exchange of units and square footage at the ratios defined above without requiring an NOPC. The Tampa Bay Regional Planning Council and FDCA will be notified 14 days prior to County approval of matrix utilization.
- 2) The trade-off mechanism identified above is based on traffic generation equivalency. Land use exchanges are limited to respective parcels with no additional transportation analysis required. Non-substantial trade-offs may occur among parcels if a transportation analysis demonstrates no additional traffic improvements are warranted. Changes proposed in accordance with this matrix are subject to County review for water, wastewater, and solid waste concurrency.
- 3) The maximum trade-off amount is 30% of the total amount of any of the approved uses.
- 4) Exchanging retail or office for residential is prohibited.

- 5) Any trade-off exchange must comply with Future Land Use designation maximum allowable density and FAR factors blended over the 3 parcels.

<b>Land Use Type</b>	<b>ADA Program</b>	<b>Minimum Development</b>	<b>Maximum Development</b>
Residential			
Single Family - Detached	2,032 DU	1,422 DU	2,642 DU
Single Family - Attached	960 DU	672 DU	1248 DU
Apartments	200 DU	140 DU	260 DU
Retail	185,000 sq.ft.	129,500 Sq.ft.	240,500 sq.ft.
Office	180,000 sq.ft.	126,000 Sq.ft.	234,000 sq.ft.

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