

267



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

CERTIFIED MAIL NO. 7005 3110 0000 9349 3735  
RETURN RECEIPT REQUESTED

April 22, 2010

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

RE: SunWest Harbourtowne – Development of Regional Impact No. 267  
Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded SunWest Harbourtowne Development of Regional Impact #267, Development Agreement, which is hereby rendered in accordance with Section 163.3239, Florida Statutes. This development agreement was approved by the Pasco County Board of County Commissioners on March 30, 2010 and was recorded in the public records of Pasco County on April 7, 2010.

Sincerely,

A handwritten signature in black ink that reads "Cynthia D. Spidell". The signature is written in a cursive, flowing style.

Cynthia D. Spidell, MBA  
Senior Planner & DRI Coordinator

Enclosure

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



**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND  
SUNWEST ACQUISITION CORPORATION, DEVELOPER OF RECORD, FOR  
DEVELOPMENT OF REGIONAL IMPACT NO. 267 , SUNWEST HARBOURTOWNE**

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THIS DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Sunwest Acquisition Corporation, the Developer of Record for SunWest Harbourtowne Development of Regional Impact (DRI) No. 267, hereinafter called "DEVELOPER."

Rept: 1298348 Rec: 443.50  
DS: 0.00 IT: 0.00  
04/07/10 S. Hatcher, Dpty Clerk

W I T N E S S E I H:

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

**WHEREAS**, on February 24, 2010, the COUNTY approved a development order (DO) with conditions for DRI No. 267 in response to an Application for Development Approval (ADA) for the DRI No. 267 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the SunWest Harbourtowne DO, hereinafter called "Project," and attached hereto as Exhibit A; and

**WHEREAS**, Exhibit G of the DO and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that need to be constructed based upon results of the transportation analysis conducted in conjunction with the ADA; and

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

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

**WHEREAS**, all dates granted by this DA are inclusive of, and not in addition to, all extensions granted by the COUNTY as of the effective date of this DA.; and

**WHEREAS**, the DO establishes the amount of Twenty-Eight Million Nine Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$28,955,959.00) (Proportionate Share Obligation) (June 2009 dollars) as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build-out of the Project and requires the DEVELOPER to construct various roadway segments, U.S. Highway 19 intersection improvements, and site-related improvements, and potentially make a payment or construct an additional pipeline project as described and defined in this DA (Required Roadway Improvements); and

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
04/07/10 03:33pm 1 of 52  
OR BK 8305 PG 1877

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

**WHEREAS**, the COUNTY after public notice and hearing in accordance with applicable law, has approved this DA.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Bill H. Hunt, Branford Investment LLC, Dial One LC, Successful Investments LLC, Forest Properties LLC, Southwest Florida Water Management District, and Withlacoochee River Electric Corporation, and Sunwest Acquisition Corporation, a Florida corporation, whose principal address is 1115 South Main Street, Brooksville, Florida 34603. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The effective date of this DA shall be established in accordance with Section 163.3239, Florida Statutes.

c. Development Uses of Land: The Project is currently zoned A-C Agricultural District, AR Agricultural Residential District, R-4 Residential District, RMH Mobile Home District, C-2 General Commercial District, C-3 Commercial District and I-1 Light Industrial Park District. An application to amend the zoning to an MPUD Master Planned Unit Development District has been submitted to the Growth Management

Department and approved by the Board of County Commissioners concurrent with this DA. The MPUD Master Plan Rezoning Petition and the DO set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the COUNTY'S Land Development Code (LDC) and Comprehensive Plan, and the MPUD conditions of approval. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations. Other public facilities, such as transit, fire/EMS, parks, libraries, schools, hurricane shelters, and law enforcement, shall be addressed for the Project in accordance with the MPUD conditions of approval, the DO, and applicable provisions of the Land Development Code, Code of Ordinances, and Comprehensive Plan.

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

f. Local Development Permits Needed: Prior to the construction of the Required Roadway Improvements, the DEVELOPER shall obtain any necessary development approvals in accordance with the LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

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

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

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classifications for the Property are Coastal Land (C/L), Industrial – Light (IL), Residential 6 (RES-6), Residential 9 (RES-9) and Retail/Office/Residential (ROR). Simultaneously with the adoption of the DO, the BCC shall be adopting a Comprehensive Plan Amendment amending the Future Land Use Map classifications for the Property from Coastal Land (C/L), Industrial – Light (IL), Residential 6 (RES-6), Residential 9 (RES-9) and Retail/Office/Residential (ROR) Districts to Planned Development (PD). The proposed development is consistent with the applicable provisions of the Planned Development (PD) classification; the subarea policies; and other applicable Goals, Objectives, and Policies of the Comprehensive Plan. The zoning classification for the Project is A-C Agricultural District, AR Agricultural Residential District, RMH Mobile Home District, Res-4 Residential District, C-2 General Commercial District, C-3 Commercial District and I-1 Light Industrial Park District. An application to amend the zoning from A-C Agricultural District, AR Agricultural Residential District, RMH Mobile Home District, Res-4 Residential District, C-2 General Commercial District, C-3 Commercial District, and I-1 Light Industrial Park District to MPUD Master Planned Unit Development has been submitted to the Growth Management Department and approved by the Board of County Commissioners concurrent with the adoption of the DO.

#### 4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate Share Amount. The DEVELOPER agrees to permit, design, and construct the Required Roadway Improvements as defined herein, within public rights-of-way to be provided by the COUNTY or FDOT or dedicated/acquired by the DEVELOPER, as mitigation for the SunWest Harbortowne transportation impacts. However, the actual permitting and design of the continuous right turn lane on U.S. Highway 19 pipeline projects (as further defined herein) will be provided by the Florida Department of Transportation (FDOT). Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER'S proportionate-share contribution for those improvement projects listed in Exhibit G of the Project's DO attached hereto as Exhibit B, is Twenty-Eight Million Nine Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$28,955,959.00) (Proportionate Share Obligation) (June 2009 dollars).

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design, permit, construct, and in limited instances, provide right-of-way for the Required Roadway Improvements in subsections (1), (2), and (3) below to mitigate the transportation impacts of the Project. Completion of the Required Roadway Improvements by the DEVELOPER shall satisfy the DEVELOPER'S required proportionate-share contribution and shall vest the DEVELOPER for transportation concurrency for

3,039 equivalent in p.m. peak hour trips through December 31, 2020, subject to any extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance. The December 31, 2020 build-out date includes all concurrency extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance as of the effective date of this DA.

(1) Identification of Pipeline Projects. The DEVELOPER has elected to construct the U.S. Highway 19 Continuous Right Turn Lane Pipeline Projects (No.'s 2 through 5) and the DEVELOPER has elected to design, permit and provide right-of-way (where necessary) and contribute funds or construct improvements of the other pipeline projects (Nos. 1 and 6 through 8) to mitigate the proportionate share transportation impacts of the Project. The total eight (8) Pipeline Projects are further defined below and collectively referred to as the Pipeline Projects which are estimated to cost Twenty-Eight Million Nine Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$28,955,959.000) (June 2009 dollars). Pipeline Projects 1 and 6 through 8 shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances) unless otherwise specified herein. For Pipeline Projects 2-5, the DEVELOPER shall be responsible for construction of stormwater drainage facilities, floodplain mitigation, and wetland mitigation as required by the FDOT design and within the FDOT's existing or available right-of-way, or other construction costs resulting from the permitting process. Should the FDOT design require additional funding for right-of-way acquisition in order to construct Pipeline Project No.'s 2-5, this DA and the pipeline projects shall be amended to include these additional costs; however in no event shall these additional costs cause the total Proportionate Share Obligation to be exceeded. Notwithstanding anything herein to the contrary, the DEVELOPER shall commence construction of the U.S. Highway 19 Continuous Right Turn Lane no later than December 31, 2016 or the applicable deadline set forth below, whichever occurs first. Construction shall occur in accordance with the time frames established by applicable agency permits, as may be extended by the permitting agencies, and completed by the deadlines set forth below. The December 31, 2016 commencement date may be extended if approved by both the COUNTY and the FDOT through an amendment of this DA. For the purposes of this DA, commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA, and the terms "complete" or "completed" shall mean the required roadway improvement has been accepted by the County for maintenance and is open to the traveling public, and the required maintenance guarantee has been provided by the DEVELOPER.

a. Pipeline Project No. 1:

(i) Upon approval by the County of the Engineer's certified cost estimates, including any right of way acquisitions and permitting cost estimates, the DEVELOPER shall

improve to County standards the existing unpaved portion of Old Dixie Highway from the termination of the existing pavement approximately 150 feet north of its intersection with Gulf Way north to the southern boundary of the COUNTY'S park property. The cost estimates shall include the cost of designing, permitting, acquiring right of way and constructing the County trail system along the entire roadway and extending to its intersection with Sea Ranch Drive. If the County approves the cost estimates, or any part thereof, and the total County approved certified cost estimates of revised Pipeline Project No. 1 exceed Two Million Three Hundred Fifty Three Thousand One Hundred Seventy-Three and 00/100 Dollars (\$2,353,173.00) (June 2009 dollars) (the "Additional Pipeline Project No. 1 Construction Costs"), the proportionate share amount and available impact fee credits for this project will be adjusted accordingly. The adjustment shall include a reduction of the amount of the required contribution for Pipeline Project No. 8, and/or a reduction in the scope of, or elimination of, Pipeline Project No. 6, as determined by the County; however, such reduction shall not exceed the amount of the Additional Pipeline Project No. 1 Construction Costs. In no event shall the Additional Pipeline Project No. 1 Construction Costs cause the total Proportionate Share Obligation to be exceeded. At a minimum, the DEVELOPER shall pave over the existing unpaved portion of Old Dixie Highway from the termination of the existing pavement approximately 150 feet north of its intersection with Gulf Way north to the southern boundary of the COUNTY'S park property. The DEVELOPER shall be responsible for the application of a surface course of asphalt over the existing road base but shall not be required to add to, or improve, any of the existing base materials. In addition, The DEVELOPER shall resurface that portion of Old Dixie Highway from its intersection with Sea Ranch Drive north to the termination of the existing pavement approximately 150 feet north of its intersection with Gulf Way. The DEVELOPER shall be responsible for the application of an appropriate surface course of asphalt over the existing road surface. The DEVELOPER shall be responsible for striping the roadway in accordance with COUNTY standards upon completion of the paving project (collectively referred to Pipeline Project No. 1). The DEVELOPER shall post an appropriate financial guarantee for Pipeline Project No. 1 in accordance with Section 8 of this DA. Pipeline Project No. 1 shall be completed prior to approval of the first record plat for the 501<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 501<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). Construction of this improvement satisfies Two Million Three Hundred Fifty Three Thousand One Hundred Seventy-Three and 00/100 Dollars (\$2,353,173.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation, as may be modified by the Additional Pipeline Project No. 1 Construction Costs. Subject to the limitations set forth above, the DEVELOPER shall design, permit, acquire or donate right of way (where necessary), and construct Pipeline

Project No. 1 regardless of cost. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

b. Pipeline Project No. 2: This portion of the project known as the U.S. Highway 19 Continuous Right Turn Lane Pipeline Project No. 2 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with New York Avenue north to the south side of its existing intersection with Denton Avenue in accordance with the design provided by the FDOT(Pipeline Project No. 2). The construction of the continuous right turn lane shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 2 in accordance with Section 8 of this DA. Pipeline Project No. 2 shall be completed prior to approval of the first record plat for the 801<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 801<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipe Line Project No. 2 satisfies Five Million Nine Hundred Seventy-Two Thousand One Hundred Five and 00/100 Dollars (\$5,972,105.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

c. Pipeline Project No. 3: This portion of the project known as the U.S. Highway 19 Continuous Right Turn Lane Pipeline Project No. 3 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with Denton Avenue north to the south side of its existing intersection with Little Road in accordance with the design provided by the FDOT (Pipeline Project No. 3). The construction of the Pipeline Project No. 3 shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 3 in accordance with Section 8 of this DA. Pipeline Project No. 3 shall be completed prior to approval of the first record plat for the 1251<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 1251<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipeline Project No. 3 satisfies Four Million One Thousand Eight Hundred

Seventy-Six and 00/100 Dollars (\$4,001,876.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

d. Pipeline Project No. 4: This portion of the project known as the U.S. Continuous Right Turn Lane Pipeline Project No. 4 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with Little Road north to the south side of its existing intersection with Aripeka Road in accordance with the design provided by the FDOT (Pipeline Project No. 4). The construction of Pipeline Project No. 4 shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 4 in accordance with Section 8 of this DA. Pipeline Project No. 4 shall be completed prior to approval of the first record plat for the 1751<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 1751<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipeline Project No. 4 satisfies Seven Million Six Hundred Forty-Six Thousand Three Hundred Nine and 00/100 Dollars (\$7,646,309.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligations. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

c. Pipeline Project No. 5: This portion of the project known as the U.S. Highway 19 Continuous Right Turn Lane Pipeline Project No. 5 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with Aripeka Road north to the south side of its existing intersection with County Line Road in accordance with the design provided by the FDOT (Pipeline Project No. 5). The construction of Pipeline Project No. 5 shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 5 in accordance with Section 8 of this DA. Pipeline Project No. 5 shall be completed prior to approval of the first record plat for the 2251<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the

approval of the first record plat for the 2251<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipeline Project No. 5 satisfies Five Million Eight Hundred Sixty Eight Thousand Three Hundred Twelve and 00/100 Dollars (\$5,868,312.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

d. Pipeline Project No. 6: Upon approval by the County of the Engineer's certified cost estimates, including any right of way acquisition estimates, the DEVELOPER shall design, permit, acquire right of way (where necessary), and construct certain intersection improvements to the intersection of Hudson Avenue and U.S. Highway 19 which will include adding an additional lane of pavement onto Hudson Avenue east of U.S. Highway 19 within existing right of way in order to accommodate two dedicated westbound left turn lanes, one shared thru/left turn lane and one dedicated westbound right turn lane, or alternate improvements at or near the intersection of U.S. Highway 19 and Hudson that are equal or less than \$779,989.00 (2009 Dollars) (Pipeline Project No. 6). Prior to finalizing design of Pipeline Project No. 6, the DEVELOPER shall coordinate with the Engineering Services Department regarding the scope of the design. Prior to finalizing design and permitting of Pipeline Project No. 6, the DEVELOPER shall provide the COUNTY with an engineer's certified cost estimate along with an estimate of the necessary right-of-way for Pipeline Project No. 6. The County shall review the cost estimates and determine whether or not to proceed with all or part of Pipeline Project No. 6. If the County elects not to proceed with the construction of all or part of this project, it shall notify the Developer who shall cease any further work on any portion of the project not authorized by the COUNTY. If the COUNTY elects to terminate Pipeline Project No. 6 because of the Additional Pipeline Project No. 1 Construction Costs, or for other reasons, the Developer shall not commence design work for Pipeline Project No. 6; thereafter, the amount of Pipeline Project No. 1 or No. 8, as determined by the County, shall be increased by \$777,989.00. If the Developer completes any design work for Pipeline Project No. 6, the Developer shall receive proportionate share credit and transportation impact fee credits as applicable for the DEVELOPER's engineering and design work done prior to the County's decision to reduce or terminate the project, and thereafter the amount of Pipeline Project No. 1 or No. 8, as determined by the COUNTY, shall be increased by all or the applicable portion of \$777,989.00, less any amount expended by the Developer prior to termination. In the event the County determines to proceed with any portion of Pipeline Project No. 6, then the DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 6 in accordance with Section 8 of this DA. Pipeline Project No. 6 shall be completed prior to approval of the first record plat for the 2301<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 2301<sup>st</sup> residential dwelling unit (or construction plan

approval where no plat is required). Construction of Pipeline Project No. 6 satisfies Seven Hundred Seventy-Seven Thousand Nine Hundred Eighty-Nine and 00/100 Dollars (\$777,989.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation; however, if the COUNTY reduces the scope of Pipeline Project No. 6, the amount of the proportionate share credit for Pipeline Project No. 6 shall be based on the certified cost estimate for the reduced Pipeline Project No. 6. The amount of this proportionate share credit for Pipeline Project No. 4 may be adjusted upwards in the event it becomes necessary for the Developer to acquire additional right of way to accommodate the intersection improvements described herein, but in no event shall the Developer's obligation for such additional right of way, when added to the total estimated cost of the Pipeline Projects, exceed the Proportionate Share Obligation. The County shall be responsible for the cost of any additional rights of way acquisitions authorized by the COUNTY in excess of this number. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

e. Pipeline Project No. 7: The DEVELOPER shall design, permit acquire right of way (where necessary), and construct certain intersection improvements to Aripeka Road and U.S. Highway 19 which will include a north to east bound left turn lane on U.S. Highway 19 within existing right of way, along with full signalization of the intersection consistent with FDOT standards. If warranted, the DEVELOPER shall construct this improvement concurrent with any retail development on the DEVELOPER'S property at the southwest corner of the intersection and the same shall be completed prior to the issuance of the first certificate of occupancy (CO) within the adjacent retail parcel or prior to the first record plat for the 2,401<sup>st</sup> residential dwelling unit, whichever occurs first. Construction of Pipeline Project No. 7 shall satisfy Six Hundred Eleven Thousand Four Hundred Seventy Four and 00/100 Dollars (\$611,474.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligations. In the event the signalization is not warranted at the time of any site plan approval for the adjacent retail parcel, the DEVELOPER shall post an appropriate financial guarantee for the cost of the signal with the COUNTY in accordance with Section No. 8 of this DA. This project shall not be deemed complete until accepted by the COUNTY for maintenance. Construction of this improvement shall only be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA to the extent that any required portion of improvement is determined by the COUNTY not to be site related and then only to the extent of the cost for the non-site related improvements.

f. Pipeline Project No. 8: Prior to approval of the first record plat for the 2401<sup>st</sup> residential dwelling unit (or construction plan approval where no plat is required), the DEVELOPER shall construct improvements or contribute funds equivalent to One Million Seven Hundred Ninety Four Thousand Seven Hundred Twenty-One and 00/100 Dollars (\$1,724,721.00) (June 2009 dollars) less the Additional Pipeline Project No. 1 Construction Costs, and less the amount of any funds, if any,

required to be paid by the Developer for rights of way needed to accommodate the improvements in Pipeline Project No. 6. In addition, the amount of this project shall be increased as set forth above in the event the County determines not to proceed with, or reduce the scope of, Pipeline Project No. 6, except to the extent the Pipeline Project No. 6 proportionate share amount is utilized for the Additional Pipeline Project No. 1 Construction Costs. The contribution may be used toward the construction of mobility or facility improvements in Pasco County that benefit the impacted facilities in Exhibit G as determined by the COUNTY (Pipeline Project No. 8). Prior to December 31, 2017, the improvement(s), including the payment or construction of a pipeline project or combination thereof, shall be identified through the filing of a DO amendment and/or Notice of Proposed Change to the Project, if required. The required contribution shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance, as amended, and net of any TIF paid to date. The improvements shall be consistent with Section 163.3180(12), F.S., and the schedule of capital improvements in the Comprehensive Plan shall be amended at the next regularly scheduled update to include the improvements, if they are not already in the schedule. The pipeline contribution or construction, once performed, shall be eligible for credit against the proportionate-share amount identified in Section No. 4.a and shall be eligible for transportation impact fee credits as determined by the COUNTY Capital Improvements Plan (CIP), and if allowed in accordance with the TIF Ordinance and Section No. 7 of this DA.

(2) Other Required Roadway Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for the Site-Access Improvements described below and the roadway improvements identified in the Master Roadway Plan, including all Roadway Appurtenances, all as determined by the COUNTY, FDOT, and other permitting agencies as applicable, to be necessary during the design and permitting thereof (collectively referred to as the "Other Required Roadway Improvements"). Construction of the Other Required Roadway Improvements shall be completed as needed to serve adjacent development or earlier if required pursuant to the Land Development Code, the MPUD Master Planned Unit Development or the Master Roadway Plan, as applicable.

(3) Site-Access Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for the improvements in Exhibit C (Site-Access Improvements) including all Roadway Appurtenances as determined by the COUNTY and permitting agencies, as applicable, to be necessary during the design and permitting of the Site-Access Improvements. The DEVELOPER understands and agrees that all Site-Access Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER for the Site-Access Improvements are not eligible for TIF credits, proportionate

share credit, or COUNTY reimbursement. Those improvements set forth in Exhibit C shall be constructed as needed to serve adjacent development or earlier if required pursuant to the Land Development Code, MPUD Master Planned Unit Development conditions of approval, or the Master Roadway Plan, as applicable.

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

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and acquire or donate right-of-way (where necessary) for the Required Roadway Improvements in accordance with the terms of this DA. Except for any design modifications approved by the County for Pipeline Project No. 1, the Required Roadway Improvements shall be designed consistent with the design criteria of the COUNTY and/or the FDOT as appropriate. However, the actual permitting and design of the continuous right turn lanes on U.S. Highway 19 will be provided by the Florida Department of Transportation.

b. Design and Construction Requirements: Except for any design modifications approved by the County for Pipeline Project No. 1, all design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and the COUNTY as appropriate, and construction plans shall comply with FDOT's *Plans Preparation Manual* or COUNTY standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans. The construction contractors used by the DEVELOPER to complete the Pipeline Projects 2 thru 5 shall be satisfactory to the FDOT.

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or COUNTY as applicable, subsequent to the expiration of the Maintenance Guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD), or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for the COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the DEVELOPER where applicable, and operation and maintenance of the

same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the COUNTY). The underlying landowner (CDD or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the U.S. Highway 19 Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY or FDOT, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER or CDD, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY or FDOT, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the U.S. Highway 19 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

e. COUNTY/FDOT Review and Approval of Design: Except for the continuous right turn lane on U.S. Highway 19, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY or the FDOT, as appropriate, for review and approval unless the FDOT or COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER

shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY or the FDOT, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for the Pipeline Projects (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Pipeline Projects, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY or FDOT, as applicable, shall become the property of the COUNTY or FDOT.

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

g. COUNTY Cooperation: The COUNTY shall, upon the DEVELOPER'S request, cooperate with the DEVELOPER in processing permit applications for the Pipeline Projects, and the DEVELOPER agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER or engineers/contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER or engineers/contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments. However, the Developer shall not be responsible, nor liable, for the design of the continuous right turn lane on U.S. Highway 19 or any claims relating to the design which is to be provided by FDOT.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements, including County utilities.

Relocation of any utilities infrastructure which is in conflict with the Required Roadway Improvements, including County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The COUNTY agrees, upon request of DEVELOPER, to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY's transportation related funds incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for transportation impact fee credits.

j. Right-of-Way Acquisition:

(1) Except as otherwise specifically provided herein, and except where the County has agreed to acquire the necessary right-of-way, the DEVELOPER shall be responsible within the time frames set forth in this DA for acquiring or donating right-of-way (where necessary) for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) While it is not anticipated that additional right-of-way will be required for the Pipeline Projects, if necessary, efforts will be made by the COUNTY and DEVELOPER to have the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the Pipeline Projects. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way. To the extent the COUNTY has condemning authority, the COUNTY agrees to participate in the eminent domain proceeding as follows:

COUNTY staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals, and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, and confirmation of condemning authority, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all

real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal and confirmation of condemning authority, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

6. PIPELINE PROJECTS BIDDING AND CONSTRUCTION

(1) The DEVELOPER shall comply with the bidding procedures set forth in the County's Guidelines for Developer Pipeline Projects in Pasco County.

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

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

(4) COUNTY & FDOT Observation: The COUNTY'S and/or FDOT's personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Required Roadway Improvements and shall at all times have access

to the work being performed pursuant to this DA for the COUNTY'S and/or FDOT'S observation. However, should the COUNTY and/or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY and/or FDOT shall notify the DEVELOPER and its representative in writing; and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY and/or FDOT to observe or inspect the work of the Required Roadway Improvements. The DEVELOPER shall be solely responsible for ensuring that the Required Roadway Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY and/or FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

(5) Right-of-Way: Except for Pipeline Projects 2 through 5, prior to the COUNTY'S or FDOT'S acceptance of any of the Required Roadway Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and FDOT and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY or FDOT in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (90) days of the COUNTY'S request, whichever occurs first. All conveyances shall include access easements be in a form acceptable to the COUNTY'S Real Estate Division and FDOT and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

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

(a) Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications.

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

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

(d) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Required Roadway Improvements until the



improvements are completed and accepted by the COUNTY or FDOT, which acceptance shall not be unreasonably withheld.

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

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

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

## 7. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the pipeline projects for reimbursement or TIF credit to the DEVELOPER or to another entity or entities; e.g., the CDD, to the extent that such entity finances or otherwise pays for or contributes to the pipeline project(s) as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity"). Once the DEVELOPER has posted the performance guarantees and commenced construction for the pipeline projects referenced in this DA, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the pipeline projects approved by the COUNTY to be impact fee creditable in accordance with this DA and the TIF Ordinance. The DEVELOPER and Credit Receiving Entity shall not be entitled to any interest on the account. TIFs paid for or by the Project shall be held for the pipeline projects for a minimum of ten (7) years after payment and can thereafter be spent anywhere as desired by the COUNTY in accordance with the TIF Ordinance. In addition, the time limits on the encumbrance and expenditure of these funds, as

provided in the TIF Ordinance, shall be waived by the DEVELOPER and by its successors and assigns. The DEVELOPER and Project shall pay TIFs in accordance with the TIF Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit - The Credit Receiving Entity shall be eligible for TIF credits for the Credit Receiving Entity's actual reasonable design, engineering, inspection, permitting, right-of-way acquisition and construction costs, or payment in lieu of such costs, for the Pipeline Project Nos. 1, through 8 and that portion of Pipeline Project No. 7 determined by the COUNTY to qualify for TIF credit as detailed in this DA and the TIF Ordinance. Reasonable design, engineering, inspection, permitting, right-of-way acquisition, and construction costs shall be determined by the County Administrator or his designee. In no event shall such TIF credit exceed the lesser of actual costs incurred or the estimated construction costs assumed in Exhibit B of this DA (Exhibit G of the DO), except as set forth above for Pipeline Projects No. 1 and 6. Because completion of the proportionate-share pipeline project and payment of TIFs for the Project pursuant to the requirements of this DA also serve as a guarantee of transportation concurrency capacity through 2020 for the Project, any TIF credits are not transferable outside the boundaries of the Project unless excess credits exist after completion of the project. The DEVELOPER and/or the Credit Receiving Entity shall, on or before June 1 of each year, provide to the County Administrator or his designee an updated schedule of production for the remainder of the Project. The production schedule must show the number of reasonably anticipated units for all residential uses, number of reasonably anticipated hotel rooms, and the reasonably anticipated square footage for both commercial and office. In conjunction with the preparation of the COUNTY'S annual CIP budget, the County Administrator or his designee shall, on or before October 1, communicate to the DEVELOPER and/or the Credit Receiving Entity the reasonably anticipated number of units that have been included in the CIP budget for the next three (3) fiscal years. For purposes of this requirement, the term "reasonably anticipated" shall mean the number of residential units, hotel rooms or commercial/office square footage that are included within complete preliminary plan applications or preliminary plan approvals for the Project. Once the DEVELOPER and/or the Credit Receiving Entity has received impact fee credits equal to the expenditures for the pipeline projects, the requirement of updating the production schedule shall be eliminated. In the event the DEVELOPER fails to provide an updated production schedule on or before June 1 of any year, the COUNTY shall not be obligated to communicate, on or before October 1, the results of the CIP budget to the DEVELOPER.

(2) Within one (1) year after commencement of construction of pipeline projects 1 through 6, as applicable, the County agrees to place the applicable pipeline project in the CIP to the

extent necessary to provide impact fee credits for the Project, but only to the extent the DEVELOPER has provided a production schedule that will utilize such credits.

(3) Within one (1) year after Pipeline Project No. 8 completion of construction or payment, whichever occurs later, the COUNTY agrees to place Pipeline Project No. 8 in the CIP to the extent necessary to provide impact fee credits for the Project, but only to the extent the DEVELOPER has provided a production schedule that will utilize such credits.

(4) To receive impact fee credit or reimbursement, all requests and invoices for the pipeline projects shall be submitted to the COUNTY within ninety (90) days of final acceptance of the applicable Pipeline Project by the COUNTY or FDOT, as applicable, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. All requests and invoices for credits or reimbursements shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits or reimbursements shall be issued to the Credit Receiving Entity. Should there be any amounts denied for reimbursement or credit, the DEVELOPER may appeal such decision in a manner consistent with the TIF Ordinance.

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

- (a) The Site-Access Improvements
- (b) Any internal roadway improvements or right-of-way dedications required by the DO, MPUD Conditions of Approval, Master Roadway Plan and/or the Land Development Code.
- (c) Construction Engineering and Inspection (CEI) expenses in excess of ten (10) percent of each Pipeline Project cost.
- (d) Pipeline project costs not specifically set forth in this DA; e.g., financing, insurance, and bonding expenses.

In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee, Proportionate Share, or reimbursement for impact fees paid prior to the execution of this DA, and the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this DA.

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

(7) Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the pipeline projects are commingled with off-site Project-related or other landowner-related

wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner-related mitigation are not eligible for impact fee credits.

(8) Transfer of Credits: Any impact fee credit balance remaining after all reimbursements have been made from impact fees collected for development within the Project pursuant to this DA may be transferred in accordance with the TIF Ordinance.

(9) Cash Payout Option: The COUNTY reserves the right to pay out annually, the cash value of any unused, accrued, impact fee credits to the DEVELOPER and such cash value shall be removed from any credit balance.

(10) This paragraph shall also apply to any portion of Pipeline Project No. 6 determined to be impact fee creditable.

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

#### 8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: LOCs or other performance guarantees acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the pipeline projects shall be posted in favor of and provided to the COUNTY in accordance with Exhibit D or prior to commencement of construction whichever occurs first. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the applicable pipeline project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF credits or reimbursements due pursuant to Section 7 above and/or stop the issuance of Building Permits and other development approvals. All Performance Guarantees shall be posted in the amount of 125% of the cost identified for each applicable project as set forth in Exhibit D and all amounts shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. The DEVELOPER shall be allowed to subtract the cost of issuance of any Performance Guarantee required pursuant to this DA (not to exceed one [1] percent annually) from the time of initial posting of the applicable Performance Guarantee in accordance with this DA until the award of the construction contract for the applicable pipeline project. As an alternative to the Performance Guarantee, the DEVELOPER may require, prior to commencing construction of a Pipeline Project, that the DEVELOPER'S contractor post in favor of the COUNTY and provide the COUNTY, for its approval, a performance and payment bond acceptable to the COUNTY to guarantee payment of the contractors obligations as required by law. The performance and payment bond shall be with a bank, surety, or other financial institution acceptable

to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment bond shall be in the amount of 125% of the Construction Contract amount. Upon the County's acceptance of the contractor's performance and payment guarantee the performance guarantee posted by the DEVELOPER as required above shall be released and returned to the DEVELOPER.

b. Conditions for Performance Guarantees

(1) The Performance Guarantees required pursuant to this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the Performance Guarantee Issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida.

(2) The Performance Guarantee issuer must have and maintain:

(a) A minimum financial ranking of 120 in the Bank Financial Quarterly, or a similar financial ranking acceptable to the COUNTY'S Risk Manager.

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

(c) Downgrade Provision: In the event the Performance Guarantee issuer does not maintain the average financial condition in Paragraph 8.b(2)(a) above or is downgraded below the minimum in Paragraph 8.b(2)(b) above, the Performance Guarantee Issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original Performance Guarantee.

(3) The Performance Guarantee must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other LOC Issuers.

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing an Performance Guarantee valid for the entire three (3) year initial maintenance period plus six (6) months. The monetary amount which shall be made available to the BCC under the terms of the Performance Guarantee shall equal to fifteen (15) percent of the cost of the project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in Engineering Services Department: A Procedural Guide for the Preparation of Assurances of Completion

and Maintenance (as may be subsequently amended). The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of a Performance Guarantee in accordance with this section. The DEVELOPER shall be responsible for maintaining the project during the initial maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the project during the initial maintenance period, the Administrator shall notify the DEVELOPER in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the COUNTY'S Engineering Inspections Division not before ninety (90) days prior to the termination of the initial maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Administrator, or in the case of no defects, but in any case no sooner than the completion of the required maintenance period, the Administrator may recommend to the COUNTY the release of the Maintenance Guarantee.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this DA, any work under this DA, or

any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of their agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Paragraphs 5.e and 5.h of this DA. The DEVELOPER'S obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 9.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

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

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY or FDOT evidence of insurance coverage of the

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

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

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

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

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

(g) If the insurance coverage initially provided by the engineers and/or contractor is to expire prior to completion of the work, the DEVELOPER shall require the engineers and/or

contractor to provide renewal Certificates of Insurance on the COUNTY'S or FDOT'S form thirty (30) days prior to expiration of current coverage.

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

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

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

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

(i) Workers' Compensation: Florida statutory requirements.

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

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

(b) Commercial General Liability Insurance: The DEVELOPER shall require commercial, general liability insurance coverage be maintained by the engineer and/or contractor which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including

any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

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

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

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

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

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

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

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

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

(i) Bodily Injury and Personal Injury Including Death: One Million and 00/100 Dollars (\$1,000,000.00) combined, single limit.

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

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

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

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

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

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

10. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the Performance Guarantees required by Section 8 (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while an uncured event of default of this DA exists, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required

Roadway Improvements for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY'S review and/or approval.

(2) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Required Roadway Improvements, the DEVELOPER may, prior to the deadline, submit a request to the County Administrator for an amendment to this DA to extend the deadline, and the County Administrator agrees to submit such requests to the COUNTY within thirty (30) days unless the DEVELOPER agrees to extend the said submitted time period beyond thirty (30) days.

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

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

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

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

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

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

h. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Mr. Robert Carpenter, P.O. Box 12113, Brooksville, FL 34603-2113, with a copy to Mr. J. Ben Harrill, Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, FL 34655, with a copy to the COUNTY, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Chief Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which materially affect the requirements in Section 5.m of the DO or which remove any condition required by Rule 9J-2.045, FAC, shall require an amendment to the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to this DA shall not require an NOPC or DO amendment.

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

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

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

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

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

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

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

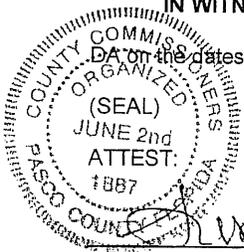
r. Third Party Beneficiaries: Except where this DA specifically provides for the rights and obligations of the FDOT, nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

- s. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
- t. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Required Roadway Improvements.
- u. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.
- v. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.
- w. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.
- x. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.
- y. Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental



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

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



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

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

*Pat Mulieri*  
PAT MULIERI, ED.D., CHAIRMAN

Date: **APPROVED**

MAR 30 2010

SUNWEST ACQUISITION CORPORATION

**BOCC**

BY: *[Signature]*

*John G. Grubbs*  
John G. GRUBBS  
John G. GRUBBS  
PRES.  
Title

WITNESSES:

*Lisa H. Bruner*  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY HERNANDO

The foregoing instrument was acknowledged before me this 30th MARCH, 2010  
(date), by John G. Grubbs  
(name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_  
(type of identification) as identification.

Seal:

*Lisa H. Bruner*  
NOTARY



EXHIBITS

- A. Legal Description
- B. Proportionate Share Table
- C. Site-Related Intersection Improvements
- D. Pipeline Project Summary Table

EXHIBIT A

DRI NO. 267 – SUNWEST HARBOURTOWNE  
PASCO COUNTY DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

EXHIBIT 5-1

LEGAL DESCRIPTION

PARCEL 1

ALL OF THE W ½ OF SW ¼ LYING NORTH AND WEST OF OLD STATE ROAD 15 AND PRESENT STATE ROAD 595, IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

AND

THE SOUTH 40 ACRES OF GOVERNMENT LOT 1; ALL OF GOVERNMENT LOT 2; AND ALL OF GOVERNMENT LOT 3, ALL BEING IN THE NORTH ½ OF SECTION 2; AND ALL OF SOUTH ½ OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 16 EAST WEST OF OLD DIXIE HIGHWAY.

AND

ALL OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, AND GOVERNMENT LOT 3, IN FRACTIONAL SECTION 3, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

AND

ALL OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, GOVERNMENT LOT 3, AND ALL OF GOVERNMENT LOT 4, LYING NORTHEASTERLY OF A LINE EXTENDING FROM THE EASTERNMOST MEANDER SURVEY POINT AS DETERMINED BY THE 1849 GOVERNMENT SURVEY IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 16 EAST, (WHICH POINT IS N 65° E 4782.5 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 16 EAST.) TO A POINT AT RIGHT ANGLES TO OLD STATE ROAD 15; ALL BEING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

AND

ALL OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, LYING WEST OF THE WESTERLY MAINTAINED RIGHT-OF-WAY OF OLD SR. #15 (OLD DIXIE HIGHWAY) LESS AND EXCEPT ALL OF THE S ½ OF SAID SECTION LYING SOUTH OF A LINE RUNNING FROM THE EASTERNMOST MEANDER POINT AS DETERMINED BY THE 1849 GOVERNMENT SURVEY IN SECTION 10, TOWNSHIP 24S, RANGE 16E, WHICH IS N 65° E 4782.5 FEET FROM THE NW CORNER OF SECTION 15, TOWNSHIP 24S, RANGE 16E, AT RIGHT ANGLES TO SR #15 IN SECTION 14, TOWNSHIP 24S, RANGE 16E.

AND

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: (848.51 ACRES)

A PARCEL OF LAND LYING AND BEING IN SECTIONS 1, 2, 3, 10 AND 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY FLORIDA; THENCE RUN N89°25'34"W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 181.44 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF PASCO COUNTY PARCEL NUMBER 11-24-16-0000-00800-0000; THENCE

N46°51'26"W ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 651.94 TO THE POINT OF BEGINNING; THENCE CONTINUEING ALONG SAID NORTH BOUNDARY LINE N46°51'26"W A DISTANCE OF 1,681.00 FEET; THENCE S64°30'48"W A DISTANCE OF 2,385.01 FEET TO A POINT OF INTERSECTION WITH THE MEANDER LINE FROM THE ORIGINAL GOVERNMENT SURVEY AND THE MOST WESTERLY CORNER OF SAID PASCO COUNTY PARCEL NUMBER 11-24-16-0000-00800-0000; THENCE ALONG SAID GOVERNMENT MEANDER LINE THE FOLOWING COURSES NINE (9) COURSES: (1) N89°40'30"W A DISTANCE OF 3,292.96 FEET; (2) N11°32'29"E A DISTANCE OF 2,096.13 FEET; (3) N48°16'26"W A DISTANCE OF 688.38 FEET; (4) N37°36'44"E A DISTANCE OF 1,585.96 FEET; (5) N83°44'11"E A DISTANCE OF 3,706.07 FEET; (6) N26°50'16"W A DISTANCE OF 1,407.99 FEET; (7) S90°00'00"E A DISTANCE OF 784.65 FEET; (8) N84°30'14"E A DISTANCE OF 1,698.13 FEET; (9) N57°13'33"E A DISTANCE OF 2,680.03 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 16 EAST PASCO COUNTY, FLORIDA; THENCE S00°00'00"W ALONG SAID WEST LINE A DISTANCE OF 1,021.44 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE S90°00'00"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 1,384.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE S00°00'12"W ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 1,316.98 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE N89°34'26"E A DISTANCE OF 604.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 595; THENCE S16°07'27"W ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 91.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,009.88 FEET, A CENTRAL ANGLE OF 09°29'19", A CHORD BEARING OF S12°49'33"W AND A CHORD DISTRANCE OF 332.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 332.85 FEET; THENCE LEAVING SAID CURVE AND SAID RIGHT OF WAY LINE RUN N85°53'22"W A DISTANCE OF 2,027.04 FEET; THENCE S18°28'07"W A DISTANCE OF 439.05 FEET; THENCE S87°39'12"W A DISTANCE OF 404.54 FEET; THENCE S58°23'27"W A DISTANCE OF 332.77 FEET; THENCE S29°44'46"W A DISTANCE OF 1,394.53 FEET; THENCE S09°01'10"E A DISTANCE OF 616.70 FEET; THENCE S32°19'57"E A DISTANCE OF 421.19 FEET; THENCE S00°38'18"W A DISTANCE OF 631.70 FEET; THENCE S04°08'23"W A DISTANCE OF 502.02 FEET; THENCE S33°45'05"W A DISTANCE OF 383.75 FEET; THENCE S48°15'19"W A DISTANCE OF 525.30 FEET TO THE POINT OF BEGINNING.

PARCEL 1 IN TOTAL CONTAINING 318 ACRES MORE OR LESS

**PARCEL 2**

A PARCEL OF LAND IN SECTIONS 1, 2, 11, 12, 13, AND 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°25'39"E. ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 3,347.51 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) THE FOLLOWING THREE (3) COURSES: 1.) N.31°53'41"E., A DISTANCE OF 89.25 FEET; 2.) N.31°51'50"E., A DISTANCE OF 1,161.69 FEET; 3.) N.16°25'36"E., A DISTANCE OF 346.04 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) S.87°11'52"E., A DISTANCE OF 1,305.57 FEET; THENCE N.00°57'48"E., A DISTANCE OF 293.72 FEET; THENCE N.89°19'59"W., A DISTANCE OF 1,236.55 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) THE FOLLOWING FOUR (4) COURSES: 1.) N.16°26'57"E., A DISTANCE OF 4,470.17 FEET; 2.) S.74°03'48"E., A DISTANCE OF 50.12 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS

POINT LIES S.73°32'13"E., A RADIAL DISTANCE OF 904.95 FEET; 3.) NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°13'45", A DISTANCE OF 714.36 FEET; 4.) N.61°44'40"E., A DISTANCE OF 129.14 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF ARIPEKA ROAD (COUNTY ROAD 595), ALSO BEING A POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.69°10'12"E., A RADIAL DISTANCE OF 2,009.88 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ARIPEKA ROAD (COUNTY ROAD 595) THE FOLLOWING THREE (3) COURSES: 1.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 11°09'06", A DISTANCE OF 391.19 FEET; 2.) S.31°58'03"E., A DISTANCE OF 434.16 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.57°59'22"E., A RADIAL DISTANCE OF 2,964.83 FEET; 3.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°39'40", A DISTANCE OF 655.16 FEET; THENCE S.39°23'04"W., A DISTANCE OF 831.09 FEET; THENCE S.50°36'30"E., A DISTANCE OF 715.00 FEET; THENCE S.32°51'52"E., A DISTANCE OF 578.97 FEET; THENCE S.67°26'40"E., A DISTANCE OF 383.85 FEET; THENCE N.31°58'19"E., A DISTANCE OF 169.95 FEET; THENCE S.67°23'08"E., A DISTANCE OF 101.38 FEET; THENCE N.31°57'32"E., A DISTANCE OF 306.14 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.17°18'01"E., A RADIAL DISTANCE OF 3,609.83 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°44'43", A DISTANCE OF 424.97 FEET; THENCE S.79°34'25"E., A DISTANCE OF 895.44 FEET; THENCE S.23°34'17"W., A DISTANCE OF 554.99 FEET; THENCE S.67°20'31"E., A DISTANCE OF 350.01 FEET; THENCE N.23°23'42"E., A DISTANCE OF 193.02 FEET; THENCE S.75°25'39"E., A DISTANCE OF 971.64 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19 THE FOLLOWING FOUR (4) COURSES: 1.) S.23°35'12"W., A DISTANCE OF 1,221.63 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.66°25'33"W., A RADIAL DISTANCE OF 5,629.58 FEET; 2.) SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 16°19'52", A DISTANCE OF 1,604.61 FEET; 3.) S.40°02'29"W., A DISTANCE OF 495.36 FEET TO THE POINT OF INTERSECTION THE NORTHERLY LINE OF SCI FUNERAL SERVICES, INC. PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3542, PAGE 1780 RECORDED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG SAID NORTHERLY LINE OF SCI FUNERAL SERVICES, INC. PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: 1.) N.50°03'32"W., A DISTANCE OF 584.79 FEET; 2.) N.89°55'45"W., A DISTANCE OF 130.27 FEET; 3.) N.34°42'55"W., A DISTANCE OF 240.61 FEET; 4.) NORTH, A DISTANCE OF 350.16 FEET; 5.) N.45°06'20"W., A DISTANCE OF 352.82 FEET; 6.) N.30°02'15"W., A DISTANCE OF 260.14 FEET; 7.) N.09°01'26"W., A DISTANCE OF 111.75 FEET; 8.) N.45°37'49"E., A DISTANCE OF 180.22 FEET; 9.) N.22°44'18"E., A DISTANCE OF 150.39 FEET; 10.) N.26°04'38"W., A DISTANCE OF 159.72 FEET; 11.) N.20°52'00"W., A DISTANCE OF 566.16 FEET; 12.) N.69°54'34"W., A DISTANCE OF 775.13 FEET; 13.) S.09°24'10"E., A DISTANCE OF 628.37 FEET; 14.) S.19°25'50"E., A DISTANCE OF 699.37 FEET; 15.) S.00°24'43"W., A DISTANCE OF 1,355.01 FEET; 16.) N.89°27'34"W., A DISTANCE OF 119.00 FEET; 17.) S.00°37'09"W., A DISTANCE OF 187.67 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF EMERALD BEACH UNIT ONE AS RECORDED IN PLAT BOOK 7, PAGES 88 AND 89 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID EMERALD BEACH UNIT ONE, RESPECTIVELY THE FOLLOWING SIX (6) COURSES: 1.) N.89°52'25"W., A DISTANCE OF 543.02 FEET; 2.) S.00°04'57"W., A DISTANCE OF 140.00 FEET; 3.) N.89°38'32"W., A DISTANCE OF 62.79 FEET; 4.) S.00°08'52"W., A DISTANCE OF 50.20 FEET; 5.) N.89°42'54"W., A DISTANCE OF 80.00 FEET; 6.) S.00°14'32"W., A DISTANCE OF 684.35 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF 2ND REPLAT OF SCHEER COMMERCE CENTER PHASE I AS RECORDED IN PLAT BOOK 27, PAGES 40 THROUGH 42 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID SCHEER COMMERCE CENTER PHASE I, RESPECTIVELY THE FOLLOWING ELEVEN (11) COURSES: 1.) S.74°24'01"W., A DISTANCE OF 118.99 FEET; 2.) S.73°32'49"W., A DISTANCE OF 263.91 FEET; 3.) S.08°31'00"E., A DISTANCE OF 15.15 FEET; 4.) S.73°32'49"W., A DISTANCE OF 10.92 FEET; 5.) S.82°23'50"W., A DISTANCE OF 341.28 FEET; 6.) S.00°10'31"W., A DISTANCE OF 1,056.52 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.89°47'27"E., A



RADIAL DISTANCE OF 149.89 FEET; 7.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 50°15'57", A DISTANCE OF 131.50 FEET; 8.) S.50°05'02"E., A DISTANCE OF 271.20 FEET; 9.) S.39°58'28"W., A DISTANCE OF 444.63 FEET; 10.) S.49°55'57"E., A DISTANCE OF 150.57 FEET; 11.) N.39°52'37"E., A DISTANCE OF 719.83 FEET, S.49°54'15"E., A DISTANCE OF 446.01 FEET TO THE AFORESAID POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, S.39°55'34"W., A DISTANCE OF 1,477.89 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, N.50°04'26"W., A DISTANCE OF 450.00 FEET; THENCE N.40°35'17"E., A DISTANCE OF 345.78 FEET; THENCE N.00°14'22"E., A DISTANCE OF 169.72 FEET; THENCE N.89°16'50"W., A DISTANCE OF 80.00 FEET; THENCE N.00°35'17"E., A DISTANCE OF 325.00 FEET; THENCE N.89°06'11"W., A DISTANCE OF 1,248.55 FEET; THENCE N.00°01'57"E., A DISTANCE OF 434.13 FEET TO THE NORTHEAST CORNER OF SEA PINES UNIT FOUR AS RECORDED IN PLAT BOOK 9, PG 132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SEA PINES UNIT FOUR, AND ALONG A WITHLACOOCHEE RIVER ELECTRIC CORPORATION PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 0791, PAGE 0058 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, N.89°32'53"W., A DISTANCE OF 1,722.36 FEET; THENCE N.89°35'40"W., A DISTANCE OF 329.97 FEET TO AFORESAID POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), N.31°53'41"E., A DISTANCE OF 2,595.06 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT THE FOLLOWING:**

COMMENCING AT A POINT A 4"X 4" LIGHTER WOOD POST MARKING THE NORTHWEST CORNER OF SAID SECTION 14, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN S.89°25'33"E. ALONG THE SOUTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 2708.33 FEET; THENCE RUN S.89°25'34"E. ALONG THE SOUTH LINE OF SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 600.16 FEET; TO THE POINT OF BEGINNING; THENCE N.31°52'13"E., A DISTANCE OF 1,261.42 FEET; THENCE N.16°26'07"E., A DISTANCE OF 172.39 FEET; THENCE S.46°51'26"E., A DISTANCE OF 159.35 FEET; THENCE S.38°03'50"E., A DISTANCE OF 237.99 FEET; THENCE S.31°53'41"W., A DISTANCE OF 1,112.05 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF SECTION 11; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 55.19 FEET; THENCE S.58°06'19"E., A DISTANCE OF 327.96 FEET; THENCE S.31°53'41"W., A DISTANCE OF 180.61 FEET; THENCE S.33°12'16"E., A DISTANCE OF 239.60 FEET; THENCE SOUTH, A DISTANCE OF 275.41 FEET; THENCE S.45°44'27"E., A DISTANCE OF 213.42 FEET; THENCE S.47°44'35"E., A DISTANCE OF 332.91 FEET; THENCE S.08°59'31"E., A DISTANCE OF 124.42 FEET; THENCE S.11°18'58"E., A DISTANCE OF 50.25 FEET; THENCE S.67°57'08"E., A DISTANCE OF 412.00 FEET; THENCE N.67°33'18"E., A DISTANCE OF 252.78 FEET; THENCE S.77°23'53"E., A DISTANCE OF 365.66 FEET; TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION SAID SECTION 13; THENCE CONTINUE S.77°23'53"E , A DISTANCE OF 8.99 FEET; THENCE S.00°16'54"E., A DISTANCE OF 153.88 FEET; THENCE N.77°23'53"W., A DISTANCE OF 10.42 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 13; THENCE CONTINUE N.77°23'53"W , A DISTANCE OF 351.17 FEET; THENCE S.67°33'18"W., A DISTANCE OF 266.77 FEET; THENCE N.67°57'08"W., A DISTANCE OF 554.19 FEET; THENCE N.11°18'58"W., A DISTANCE OF 134.13 FEET; THENCE N.08°59'31"W., A DISTANCE OF 74.71 FEET; THENCE N.47°44'35"W., A DISTANCE OF 282.78 FEET; THENCE N.45°44'27"W., A DISTANCE OF 279.32 FEET; THENCE NORTH, A DISTANCE OF 293.96 FEET; THENCE N.33°12'16"W., A DISTANCE OF 165.10 FEET; THENCE N.78°12'48"W., A DISTANCE OF 253.43 FEET; THENCE S.49°30'49"W., A DISTANCE OF 260.41 FEET; THENCE S.31°53'41"W., A DISTANCE OF 199.93 FEET; THENCE N.58°03'14"W., A DISTANCE OF 111.49 FEET; THENCE S.31°51'43"W., A DISTANCE OF 100.00 FEET; THENCE N.58°08'17"W., A DISTANCE OF 338.90 FEET; THENCE N.31°57'43"E., A DISTANCE OF 100.18 FEET; THENCE S.58°07'29"E., A DISTANCE OF 142.15 FEET; THENCE N.31°52'10"E., A DISTANCE OF 200.00 FEET; THENCE N.31°52'13"E., A DISTANCE OF 516.63 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 650.32 ACRES MORE OR LESS

**ADD TO PARCEL 2**

A PORTION OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE RUN N 00° 49' 12" EAST, 1644.48 FEET ALONG THE WEST BOUNDARY LINE OF SAID SECTION 12; THENCE N 29° 44' 27" EAST, 2951.44 FEET TO THE POINT OF BEGINNING; THENCE RUN N 50° 35' 00" WEST, 715.00 FEET; THENCE N 39° 25' 00" EAST, 831.10 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 595; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1804.28 FEET ALONG THE ARC OF A 2964.83 FOOT RADIUS CURVE CONCAVE TO THE LEFT, SUBTENDED BY A CHORD DISTANCE OF 1776.57 FEET WHICH BEARS S 62° 03' 51.5" EAST; THENCE S 79° 29' 54" EAST, 1404.75 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S 23° 36' 06" WEST, 1293.01 FEET; THENCE N 67° 22' 10" WEST, 350.05 FEET; THENCE N 23° 36' 06" EAST, 555.24 FEET; THENCE N 79° 29' 54" WEST, 895.30 FEET; THENCE 424.99 FEET ALONG THE ARC OF A 3609.83 FOOT RADIUS CURVE CONCAVE TO THE RIGHT, SUBTENDED BY A CHORD DISTANCE OF 424.75 FEET WHICH BEARS N 76° 07' 32" WEST; THENCE S 32° 00' 00" WEST, 306.45 FEET; THENCE N 67° 22' 10" WEST, 101.35 FEET; THENCE S 32° 00' 00" WEST, 170.00 FEET; THENCE N 67° 22' 10" WEST, 383.81 FEET; THENCE N 32° 55' 28" WEST, 578.95 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 64.980 ACRES MORE OR LESS

**ADD TO PARCEL 2**

A PORTION OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE RUN N 00° 49' 12" EAST, 1644.48 FEET ALONG THE WEST BOUNDARY LINE OF OF SAID SECTION 12; THENCE N 29° 44' 27" EAST, 2790.47 FEET; THENCE S 67° 22' 10" EAST, 2695.87 FEET; THENCE N 23° 36' 06" EAST, 193.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 23° 36' 06" EAST, 1100.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 595 AS NOW ESTABLISHED; THENCE S 79° 29' 54" E, 985.11 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 19 (STATE ROAD NO. 55) AS NOW ESTABLISHED; THENCE S 23° 36' 06" WEST, 1170.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE N 75° 28' 29" WEST, 971.64 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 24.980 ACRES MORE OR LESS

**ADD TO PARCEL 2**

A PORTION OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW ¼ OF SAID SECTION 14; THENCE RUN ALONG THE EAST LINE OF THE WEST ½ OF SAID SECTION 14, NORTH 0°05'02" WEST, A DISTANCE OF 1,417.42 FEET; THENCE SOUTH 89°EAST, A DISTANCE OF 62.55 FEET; THENCE NORTH 0°03'14" EAST, A DISTANCE OF 50 FEET; THENCE NORTH 89°35'46" WEST, A DISTANCE OF 154.91 FEET; THENCE SOUTH 51°39'37" WEST, A DISTANCE OF 72.67 FEET; THENCE A DISTANCE OF 492.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 590.96 FEET AND A CHORD OF 478.42 FEET WHICH BEARS NORTH 65°WEST; THENCE NORTH 89°36'01" WEST, A DISTANCE OF 14.06 FEET; THENCE SOUTH 0°23'59" WEST, A DISTANCE OF 15 FEET; THENCE NORTH 89°36'01" WEST, A DISTANCE OF 600 FEET; THENCE NORTH 58°06'46" WEST, A DISTANCE OF 315.68 FEET; THENCE NORTH 31°52'14" EAST, A DISTANCE OF 940.45 FEET FOR A POINT OF BEGINNING;

THENCE NORTH 89°35'46" WEST, A DISTANCE OF 38.69 FEET TO THE CENTERLINE OF SAID OLD DIXIE HIGHWAY, NORTH 31°53'14" EAST, A DISTANCE OF 586.31 FEET; THENCE SOUTH 89°35'46" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 0°24'14" WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 89°35'46" WEST, A DISTANCE OF 597.50 FEET TO THE POINT OF BEGINNING; THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN 33 FEET OF THE CENTERLINE OF OLD DIXIE HIGHWAY BEING SUBJECT TO PUBLIC ROAD RIGHT OF WAY.

(CONTAINING 5.545 ACRES MORE OR LESS MEASURED TO THE CENTERLINE OF OLD DIXIE HIGHWAY)

#### HUNT PARCEL

THAT PART OF THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THAT PORTION OF THE EAST 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY FLORIDA, LYING EAST AND SOUTH OF OLD ROAD 15 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 11, RUN NORTH 87 DEG. 12'11" WEST, 1998.16 FEET TO THE CENTERLINE OF OLD ROAD 15; THENCE NORTH 31 DEG. 51'30" EAST ALONG SAID CENTERLINE 1160.74 FEET TO A POINT; AND CONTINUING ALONG SAID CENTERLINE NORTH 16 DEG. 25'51" EAST 345.71 FEET FOR A POINT-OF-BEGINNING; CONTINUE THENCE NORTH 16 DEG. 25'51" EAST, 253.20 FEET M.O.L. TO THE SOUTH BOUNDARY OF THE NORTH 30 ACRES OF THE SOUTH 80 ACRES OF THE EAST 1/4 OF SAID SECTION 11; THENCE SOUTH 89 DEG. 23'05" EAST, 1236.41 FEET TO THE EAST BOUNDARY OF SAID SECTION 11; THENCE SOUTH 00 DEG. 49'12" WEST 293.10 FEET M.O.L.; THENCE NORTH 87 DEG. 12'11" WEST, 1306.17 FEET TO THE POINT-OF-BEGINNING, LESS RIGHT-OF -WAY.

IN TOTAL CONTAINING 7.85 ACRES, MORE OR LESS.

EXHIBIT B

DRI NO. 267 – SUNWEST HARBOURTOWNE  
PASCO COUNTY DEVELOPMENT AGREEMENT

PROPORTIONATE SHARE TABLE

**TABLE 21-13 (revised 9/25/2009)  
SunWest Harbortowne DRI  
PASCO COUNTY AND FDOT PROPORTIONATE SHARE**

Roadway	From	To	2018 Peak Hour Project Trips	Existing # of Lanes	PM Peak Hour Capacity Before Improvement	Required # of Lanes	PM Peak Hour Capacity After Improvement	Percent Contribution	Length (in miles)	Cost Per Mile	Ref. Notes	Total Cost	Proportionate Share
US19 County Line Road	1/4 mile south of Beacon Woods East Road	1/3 mile north of Beacon Woods 1/4 mile east of Shady Hills	427 134	6DL 2UL	4950 1390	8DL 4DL	6280 2960	32.11% 8.59%	0.6 3.5	\$34,887,369 \$16,507,404	(1) (2)	\$20,832,421 \$57,775,915	\$6,720,409 \$4,962,803
<b>Links</b>												<b>\$11,683,212</b>	
<b>Intersections</b>												<b>\$255,288,351</b>	
<b>Total</b>												<b>\$28,955,959</b>	

Source: FDOT District 7 June 2009 Transportation Costs\*

Subtotal Construction Column from FDOT Tables \$8,066,073  
 Scope Contingency \$2,016,518  
 \*ROW estimated based on \$50/sq ft; Assumes 7 acres per mile for Ponds and 3 acres per mile for Flood Plain Compensation  
 \*ROW estimated based on Subtotal Construction Column from FDOT Tables' x 120%  
 \*ROW estimated based on Subtotal Construction Column from FDOT Tables' x 120%



Roadway Cost Per Centerline Mile  
Revised June 2009

	Construction Cost From LRE	MOT*	Mobilization**	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost**
<b>Rural Arterial</b>									
New Construction (2-Lane Roadway) with 5' Paved Shoulders	\$4,524,370	\$452,437	\$497,681	\$5,474,488	\$1,368,622	\$6,843,110	\$1,026,466	\$1,026,466	\$8,869,042
New Construction (4-Lane Roadway) with 5' Paved Shoulders	\$5,991,163	\$699,116	\$769,028	\$6,459,307	\$2,114,827	\$10,574,133	\$1,586,120	\$1,586,120	\$13,746,373
New Construction (6-Lane Roadway) with 5' Paved Shoulders	\$9,805,269	\$880,527	\$968,580	\$10,654,375	\$2,663,594	\$13,317,969	\$1,997,695	\$1,997,695	\$17,313,359
Milling and Resurfacing (4-Lane Roadway) with 5' Paved Shoulders	\$1,180,057	\$118,006	\$129,806	\$1,427,869	\$356,967	\$1,784,836	\$267,725	\$267,725	\$2,320,286
Milling and Resurfacing (6-Lane Roadway) with 5' Paved Shoulders	\$1,715,672	\$171,567	\$188,724	\$2,075,963	\$518,991	\$2,594,953	\$389,243	\$389,243	\$3,373,439
Add Lanes (2 to 4 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$4,829,198	\$482,920	\$531,212	\$5,843,329	\$1,460,832	\$7,304,162	\$1,095,624	\$1,095,624	\$9,495,410
Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$5,297,756	\$529,776	\$582,753	\$6,410,285	\$1,602,571	\$8,012,856	\$1,201,928	\$1,201,928	\$10,416,713
Add Lanes (4 to 8 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$7,070,561	\$707,056	\$777,762	\$8,555,379	\$2,138,845	\$10,694,224	\$1,604,134	\$1,604,134	\$13,902,491
Add Lanes (6 to 8 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$6,686,176	\$668,618	\$733,279	\$8,086,073	\$2,016,518	\$10,082,592	\$1,512,389	\$1,512,389	\$13,107,369
Add 1 Through Lane on Inside (To Existing) with 5' Paved Shoulders	\$1,148,617	\$114,862	\$126,348	\$1,389,826	\$347,457	\$1,737,283	\$260,592	\$260,592	\$2,258,468
Add 1 Through Lane on Outside (To Existing) with 5' Paved Shoulders	\$1,785,466	\$178,547	\$194,201	\$2,136,213	\$534,053	\$2,670,267	\$400,540	\$400,540	\$3,471,347
Add 300' Exclusive Left Turn Lane	\$54,198	\$8,130	\$9,349	\$71,677	\$17,919	\$89,596	\$13,439	\$13,439	\$116,475
Add 300' Exclusive Right Turn Lane	\$132,555	\$19,883	\$22,866	\$175,303	\$43,826	\$219,129	\$32,869	\$32,869	\$284,868
<b>Urban Arterial</b>									
New Construction (2-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$6,095,198	\$609,520	\$670,472	\$7,375,189	\$1,843,797	\$9,218,987	\$1,382,848	\$1,382,848	\$11,984,683
New Construction (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$9,537,780	\$953,778	\$939,156	\$10,330,714	\$2,582,679	\$12,913,393	\$1,937,009	\$1,937,009	\$16,787,411
New Construction (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$10,447,044	\$1,044,704	\$1,149,175	\$12,640,924	\$3,160,231	\$15,801,154	\$2,370,173	\$2,370,173	\$20,541,501
Milling and Resurfacing (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,259,576	\$125,958	\$138,553	\$1,524,087	\$381,022	\$1,905,109	\$285,766	\$285,766	\$2,476,641
Milling and Resurfacing (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,784,574	\$178,457	\$196,303	\$2,159,335	\$539,834	\$2,699,169	\$404,875	\$404,875	\$3,508,920
Add Lanes (2 to 4 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$5,763,328	\$576,333	\$633,966	\$6,973,627	\$1,743,407	\$8,717,034	\$1,307,555	\$1,307,555	\$11,332,144
Add Lanes (4 to 6 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$6,349,351	\$634,935	\$698,429	\$7,682,715	\$1,920,679	\$9,603,394	\$1,440,509	\$1,440,509	\$12,484,412
Add Lanes (6 to 8 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$8,599,679	\$859,968	\$945,965	\$10,405,612	\$2,601,403	\$13,007,015	\$1,951,052	\$1,951,052	\$16,909,120
Add 1 Through Lane on Inside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$7,641,191	\$764,119	\$840,531	\$9,245,841	\$2,311,460	\$11,557,301	\$1,733,595	\$1,733,595	\$15,024,491
Add 1 Through Lane on Outside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$1,165,936	\$116,594	\$128,253	\$1,410,782	\$352,696	\$1,763,478	\$264,522	\$264,522	\$2,292,521
Add 300' Exclusive Left Turn Lane	\$2,585,883	\$258,588	\$284,447	\$3,128,918	\$782,230	\$3,911,148	\$586,672	\$586,672	\$5,084,492
Add 300' Exclusive Right Turn Lane	\$72,032	\$10,805	\$12,426	\$95,263	\$23,816	\$119,078	\$17,862	\$17,862	\$154,802
Add 300' Exclusive Right Turn Lane	\$151,875	\$22,781	\$26,198	\$200,855	\$50,214	\$251,069	\$37,660	\$37,660	\$326,390

Note: 1. Estimates were derived from FDOT LRE system  
 2. These figures exclude costs for intersections/interchanges, improvements to cross streets, bridges over 20', right-of-way, landscaping, ITS, and traffic signals.  
 3. The figures are based on market costs for Hillsborough County.  
 4. Costs shown are present day costs.  
 5. The costs developed for this report are not project-specific and should be used for preliminary estimating purposes only.

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

**Roadway Cost Per Centerline Mile**  
Revised June 2009

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
<b>Rural Arterial</b>									
Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$7,366,494	\$736,649	\$810,314	\$8,913,457	\$2,228,364	\$11,141,822	\$1,671,273	\$1,671,273	\$14,484,368
<b>Urban Arterial</b>									
Add Lanes (4 to 6 Lanes) with 5' Sidewalk, Bike Lanes, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$7,650,770	\$765,077	\$841,585	\$9,257,431	\$2,314,358	\$11,571,789	\$1,735,768	\$1,735,768	\$15,043,326

**Note:**

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

## Bridge Cost Per Square Foot Revised June 2009

New Construction	Cost Per Square Foot
Low Level	\$135
Mid Level	\$155
High Level	\$185
Overpass (Over Roadway)	\$170
Bascule	\$1,830
Pedestrian Overpass	\$365
<b>Widening</b>	
Low Level	\$165
Mid Level	\$190
High Level	\$220
Overpass (Over Roadway)	\$200
<b>Bridge Removal</b>	
Concrete Bridge	\$55

**Note:**

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

**Other Roadway Related Costs**  
Revised June 2009

	Construction Cost From LRE	MOT *	Mobilization (15%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
<b>Intersection Traffic Signalization (Mast Arm Assembly)**</b>									
2-Lane Roadway Intersecting 2-Lane Roadway	\$167,959	\$25,194	\$28,973	\$222,126	\$55,532	\$277,658	\$41,649	\$41,649	\$360,955
4-Lane Roadway Intersecting 4-Lane Roadway	\$188,208	\$28,231	\$32,466	\$248,906	\$62,226	\$311,132	\$46,670	\$46,670	\$404,472
6-Lane Roadway Intersecting 6-Lane Roadway	\$236,788	\$35,518	\$40,846	\$313,152	\$78,288	\$391,440	\$58,716	\$58,716	\$508,871
<b>Bicycle and Pedestrian Facilities</b>									
Sidewalks Per Mile (5' Width - 1 Side)	\$95,539	\$4,777	\$15,047	\$115,363	\$28,841	\$144,204	\$21,631	\$21,631	\$187,465
Sidewalks Per Mile (6' Width - 1 Side)	\$114,646	\$5,732	\$18,057	\$138,436	\$34,609	\$173,044	\$25,957	\$25,957	\$224,958
Multi-Use Trail Per Mile (12' Width - 1 Side)	\$170,591	\$8,530	\$26,868	\$205,989	\$51,497	\$257,486	\$38,623	\$38,623	\$334,731
<b>Stormwater Retention Facilities</b>									
1 Acre Pond Site (6' Depth)	\$343,782	\$17,189	\$54,146	\$415,116	\$103,779	\$518,895	\$77,834	\$77,834	\$674,564
<b>Median Retrofit</b>									
Convert 14' Center Turn Lane to 14' Raised Median (Per Mile)	\$225,492	\$33,824	\$38,897	\$298,213	\$74,553	\$372,766	\$55,915	\$55,915	\$484,596
<b>Cross Street Improvements</b>									
Widen 1-Leg of Existing Rural 2-Lane Cross Street to Accommodate 2 Receiving Lanes, Dual Left Turn lanes, and Exclusive Right Turn Lane (Approximate Length of 0.25 Miles)	\$1,500,781	\$225,117	\$258,885	\$1,984,783	\$496,196	\$2,480,979	\$372,147	\$372,147	\$3,225,272

\* A 15% MOT factor was used for Traffic Signals, Median Retrofit, and Cross Street Improvements. A 5% factor was used for all other figures.  
\*\*The cost of traffic signalization assumes the installation of mast arms on all four legs of an intersection. To obtain the cost of signalizing a four-lane roadway intersecting a two-lane roadway, divide the signal cost of a four-lane roadway by two and add this figure to the signal cost of the two-lane roadway divided by two.

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

**Interchange Cost**  
Revised June 2009

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Subtotal Project Cost
Single Point Urban Interchange (SPUI)	\$ 25,394,863.74	\$2,539,486	\$2,793,435	\$30,727,785	\$7,681,946	\$38,409,731	\$5,761,460	\$5,761,460	\$49,932,651

- Note:
1. Cost was derived from an LRE estimate to modify the existing diamond interchange at I-75/US 54 to a single point urban interchange.
  2. Cost shown is for construction only. Does not include Design, CEI, and right-of-way.

EXHIBIT C

DRI NO. 267 – SUNWEST HARBOURTOWNE  
PASCO COUNTY DEVELOPMENT AGREEMENT

SITE-RELATED INTERSECTION IMPROVEMENTS

# Sunwest Harbourtowne Site Access Improvements

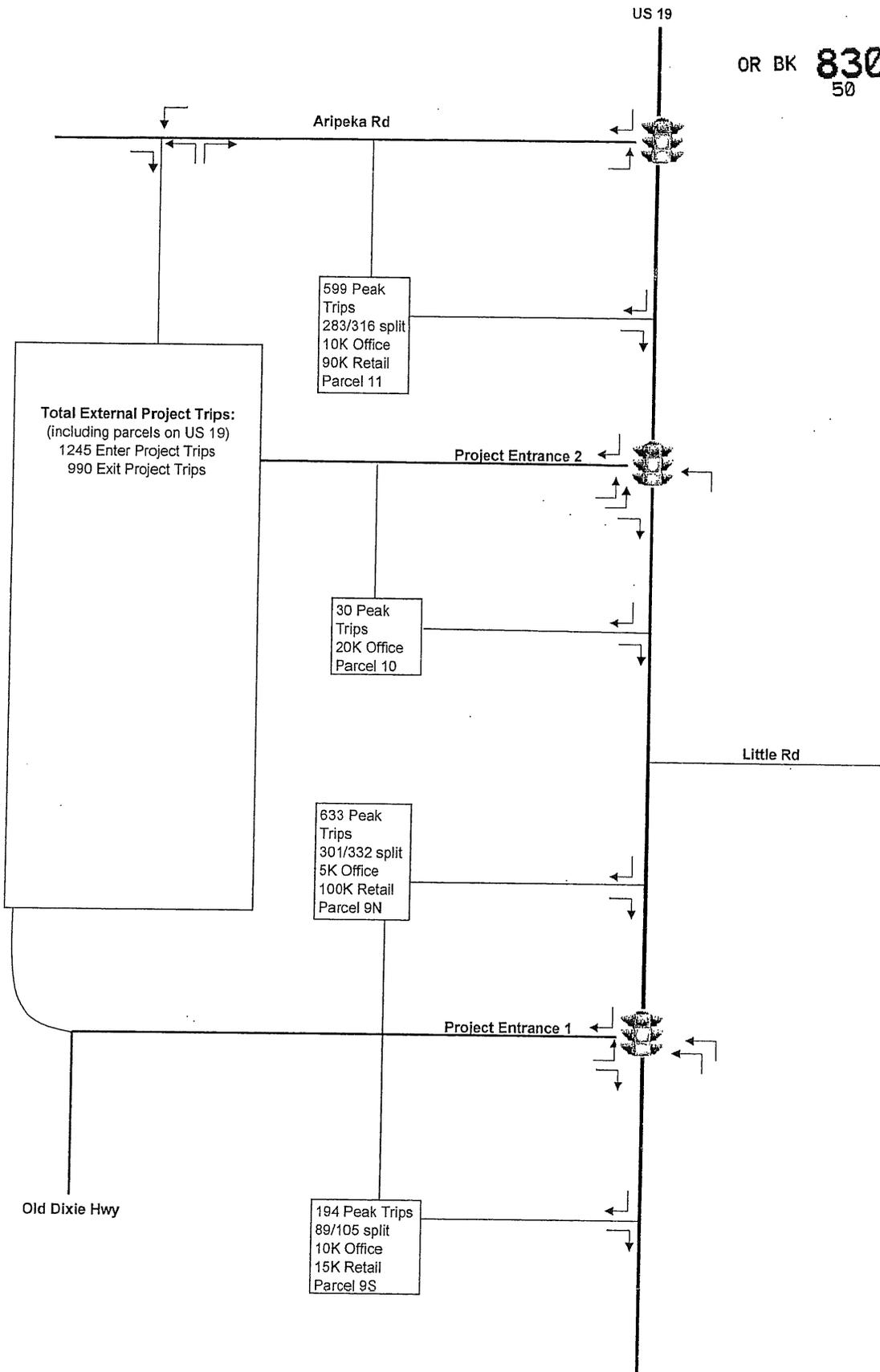


EXHIBIT D

DRI NO. 267 – SUNWEST HARBOURTOWNE  
PASCO COUNTY DEVELOPMENT AGREEMENT  
PIPELINE PROJECT SUMMARY TABLE

Sunwest Harbortowne DRI  
Timing & Phasing of Proposed Pipeline Improvements  
June 2009 Dollars

Total Project Proportionate Share Amount: \$28,955,859  
Total Project P.M. Peak Hour Gross Trips: 3,039

2500 Total Units

Pipeline Project No.	Pipeline Improvement Location	Pipeline Improvement Description	Pipeline Imp. Cost	Pipeline % of Prop Share	Prop Share % of 2500 Permanent Units	Cumulative Trigger	Post Guarantee	Complete Project
1	Old Dixie Highway	1(a) Pave from New York Ave to County Park; 1(b) Resurface from New York Ave to Sea Ranch Dr -OR- 2) Improve to County standards Gulf Way to City Park including trail system along Old Dixie from Sea Ranch Drive to City Park - New York Ave Right-Turn Lane, - Denton Ave - Continuous Right-Turn Lane, - Denton Ave to Little Rd. - Continuous Right-Turn Lane; - Little Rd to Arpeka Road; - Continuous Right-Turn Lane, - Arpeka Rd to Hernando County Line	\$2,353,173	8.13%	203	203	Prior to 1st preliminary plan/preliminary site plan approval for any residential units	Prior to plat for 501st unit
2	US 19	Denton Ave	\$5,972,105	20.52%	516	719	501st plat*	801st plat
3	US 19	Denton Ave to Little Rd.	\$4,001,876	13.82%	346	1,064	801st plat*	1251st plat
4	US 19	Little Rd to Arpeka Road	\$7,646,509	26.41%	660	1,724	1251st plat*	1751st plat
5	US 19	Arpeka Rd to Hernando County Line	\$5,868,312	20.27%	507	2,231	1751st plat*	2251st plat
6	US 19 at Hudson Ave	2) Westbound Left-Turn Lanes; 3) Shared Through/Left Turn Lane; 1) Westbound Right-Turn Lane -OR- Alternate improvements at or near US 19 & Hudson	\$777,969	2.69%	67	2,298	2251st plat* 1st preliminary plan/ preliminary site plan approval for adjacent retail within Project or 2301st plat whichever occurs first	2,301st plat
7	US 19 at Arpeka Rd	Eastbound Left-Turn Lane Traffic Signal	\$611,474	2.11%	53	2,351	TBD in NOPYDAAA see DA	2,401st plat
8	Cash or Construction	TBD per DA	\$1,724,721	5.96%	149	2,500		
			<b>Subtotal:</b> \$27,231,238	94.04%	2,858			
			<b>Remaining Amount (Pipeline # TBD):</b> \$1,724,721	5.96%	181			
			<b>Total:</b> \$28,955,859	100.00%	3,039			

NOTE: The posting of the performance guarantee shall prior to the first of the following to occur. Prior to the first record plat for the residential unit deadline set forth above (or prior to construction plan approval, where no plat is required) or prior to construction of the pipeline project.



# PASCO COUNTY, FLORIDA

NEW PORT RICHEY  
DADE CITY  
LAND O' LAKES  
FAX

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

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

CERTIFIED MAIL NO. 7005 3110 0000 9349 3506  
RETURN RECEIPT REQUESTED

April 13, 2010

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

RE: SunWest Harbourtowne Development of Regional Impact (#267)  
Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the SunWest Harbourtowne Development of Regional Impact (#267) Development Order. (Resolution No. 10-196), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order was approved by the Pasco County Board of County Commissioners on March 30, 2010.

Please contact me with any questions at (727) 847-8193 or [cspidell@pscocoountyfl.net](mailto:cspidell@pscocoountyfl.net).

Sincerely,

Cynthia D. Spidell, MBA  
Senior Planner & DRI Coordinator

Enclosure

RECEIVED

APR 13 2010  
Tampa Bay Regional Planning Council  
Pinellas Park, FL

**A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE SUNWEST HARBOURTOWNE DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 267).**

**WHEREAS**, in accordance with Section 380.06, Florida Statutes, as amended, Sunwest Acquisition Corporation (Applicant/Developer) has filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) for Sunwest Harbortowne known as the Project; and,

**WHEREAS**, the Pasco County Board of County Commissioners is the governing body having jurisdiction over the review and approval of the DRI in accordance with Section 380.06, Florida Statutes, as amended; and,

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

**WHEREAS**, this development order (DO) for the Project was adopted by the Pasco County Board of County Commissioners on March 30, 2010.

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

The ADA of the Project is approved with conditions, as set forth in the following DO, which is hereby adopted by the Board of County Commissioners:

PROJECT DEVELOPMENT ORDER

1. General Findings of Fact

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

a. The Applicant/Developer has filed, in accordance with Section 380.06, Florida Statutes, as amended, the ADA for the Project and three (3) Responses to Request for Additional Information, collectively referred to as the Application.

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed Project, in part, are those that are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, the Tampa Bay Regional Planning Council (TBRPC) Final Report. Both Exhibits A and B are incorporated into this DO by reference and are on file with the Planning and Growth Management Department.

c. The real property (Property) encompassed by the Project is owned by Bill H. Hunt, Branford Investment LLC, Dial One LC, Successful Investments LLC, Forest Properties LLC, Southwest Florida Water Management District, and Withlacoochee River Electric Corporation and a description of the said Property is attached hereto as Exhibit C which is made a part of this DO.

STATE OF FLORIDA, COUNTY OF PASCO  
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL THIS  
7 DAY OF April 2010  
PAULA S. O'NEIL, CLERK & COMPTROLLER  
BY Victoria Peres DEPUTY CLERK  
93 pages total P8

d. The current Comprehensive Plan Future Land Use Map classifications for the Property are ROR (Retail/Office/Residential), RES-9 (Residential - 9 du/ga), RES-6 (Residential - 6 du/ga), IL (Industrial - Light), and CL (Coastal Lands). Simultaneously with the adoption of this DO, the Board of County Commissioners shall be adopting a Comprehensive Plan Amendment amending the Future Land Use Map classifications for the Property from ROR (Retail/Office/Residential), RES-9 (Residential - 9 du/ga), RES-6 (Residential - 6 du/ga), IL (Industrial - Light), and CL (Coastal Lands) to PD (Planned Development). The proposed development is consistent with the applicable provisions of the PD (Planned Development) classifications; the subarea policies; and other Goals, Objectives, and Policies of the Comprehensive Plan.

e. The current zoning for the Property is A-C, Agricultural; A-R, Agricultural Residential; R-MH, Mobile Home; R-2, Low Density Residential; R-4, High Density Residential; C-2, General Commercial; C-3, Commercial/Light Manufacturing; and I-1, Light Industrial Park Districts. Simultaneously with the adoption of this DO, the Board of County Commissioners shall be adopting a rezoning of the Property to MPUD Master Planned Unit Development District.

f. This DO, the Comprehensive Plan Amendment to PD (Planned Development), and the rezoning to MPUD Master Planned Unit Development District are all required and necessary for the Project's entitlements to be effective; therefore, all such approvals will be adopted by the Board of County Commissioners on the same date, and each approval shall not become effective until the other approvals are effective.

g. On March 18, 2009, the TBRPC notified Pasco County (County) that its sufficiency review was complete, that the TBRPC had initiated the preparation of its DRI Final Report, and that the local government should set a date for the public hearing on the pending Application. On May 11, 2009, the TBRPC notified the County that it adopted its Final Report for the Project, recommending approval of the Project with conditions.

h. The Board of County Commissioners scheduled and held a public hearing on the pending Application which concluded on March 30, 2010.

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

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

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

l. The Board of County Commissioners has received and considered the TBRPC Final Report on the Application.

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

n. The Board of County Commissioners finds that this DO complies with and is consistent with Rule 9J-2.041, Florida Administrative Code, and the intent and purpose of Chapter 380, Florida Statutes. Specifically, the Board of County Commissioners finds this DO balances the provisions of Rule 9J-2.041, Florida Administrative Code, with the protection of property rights, the encouragement of economic development, the promotion of other state planning goals by the development, and the utilization of alternative, innovative solutions to provide equal or better protection than the Rule, and in support thereof states the following:

(1) The Florida Fish and Wildlife Conservation Commission (FFWCC) has determined that portions of the Project are located in the bear range for the Florida Black Bear's Chassahowitzka subpopulation, but standard habitat mitigation guidelines have not been completed by the FFWCC to determine mitigation for Florida Black Bear habitat loss at this time. See the March 3, 2010 E-mail from Dave Telesco, Bear Management Program Coordinator, Florida Fish and Wildlife Conservation Commission, attached hereto as Exhibit L.

(2) Recognizing the lack of standard Black Bear habitat mitigation guidelines, subsection 5.h(4) of this DO pertaining to the Florida Black Bear Habitat Mitigation Plan (FBHMP) provides equal or better protection to Florida Black Bear habitat pursuant to Rule 9J-2.041 through innovative DO conditions that will establish a methodology for mitigating for Florida Black Bear habitat loss and ensure that no harm to Florida Black Bear habitat shall occur until such mitigation is established and provided by the Applicant/Developer.

(3) Subsection 5.h(4) of this DO requiring approval by the Florida Department of Community Affairs (FDCA) and incorporation of the FBHMP into this DO through an amendment following the procedures for a non-substantial deviation set forth in Subsection 380.06(19), Florida Statutes, ensures the following:

(a) There will be collaborative participation by all appropriate agencies including the FDCA, Southwest Florida Water Management District (SWFWMD), FFWCC, Hernando County, and TBRPC.

(b) There will be opportunity for public review and input during the public hearings that will be conducted by the County and the TBRPC.

(c) The FDCA will satisfy their obligations pursuant to Rule 9J-2.041 in the review and approval of the FBHMP, including review of the amount, location, cost, and maintenance responsibilities for the Florida Black Bear habitat mitigation area(s).

(4) Approval of this DO and the innovative DO conditions in subsection 5.h(4) provide balance between the provisions of Rule 9J-2.041 and the protection of property rights, including the Applicant/Developer's existing rights to mine portions of the Property (as depicted on Exhibit J), and/or rights to develop 1,138 residential units and 3,751,612 non-residential building area under the Applicant/Developer's existing zoning entitlements (see Table in Exhibit M). The Applicant/Developer's existing mining rights and zoning entitlements permit the mining or development of areas suitable for the Florida Black Bear's Chassahowitzka subpopulation. Additionally, this DO promotes the environmental stability of the Project and Property through the cessation of mining activity as required by Subsection 3.f of this DO and through the redistribution and overall reduction of the Project's existing zoning entitlements to 2,500 residential units, 300,000 square feet of non-residential development, a 250-room hotel, a 500-boat slip marina, and an 18-hole golf course.

(5) Approval of this DO encourages economic development through the self reclamation of a mining site to a tourist destination resort with a hotel, marina and fresh water lake recreational areas. Furthermore, the *Planning and Organizing for Successful Economic Development Report* issued by the Urban Land Institute for Pasco County identifies SunWest DRI as a large lake- and water-oriented resort development consistent with the recommended economic development strategy and image for the coastal area (Exhibit K).

(6) Approval of this DO promotes the following state planning goals:

(a) Pursuant to Subsection 187.201(13), Florida Statutes, Florida shall protect its air, land, and water resources from the adverse effects of resource extraction and ensure that the disturbed areas are reclaimed or restored to beneficial use as soon as reasonably possible. The cessation of mining activity as specified in Subsection 3.f of this DO promotes this state planning goal. Furthermore, this DO requires the reclamation of such disturbed areas and converts the mined lakes into a recreational amenity.

(b) Pursuant to Subsection 187.201(8)(b)10, Florida Statutes, Florida shall give priority in marine development to water-dependent uses over other uses. This Project includes a marina with 500 boat slips and a water-dependent resort component consistent with this goal.

(c) Pursuant to Subsection 187.201(13), Florida Statutes, Florida shall protect private property rights and recognize the existence of legitimate and often competing public and private interests in land use regulations and other government action. As more fully set forth in Finding of Fact I.(4), this DO balances the Applicant/Developer's existing mining and zoning rights with the public interest in protecting the habitat of the Black Bear.

## 2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

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

b. As conditioned, this DO addresses issues raised consistent with the TBRPC Final Report.

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

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

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

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

g. To the extent any of the General Findings of Fact set forth in Section 1 are considered Conclusions of Law, the Board of County Commissioners also hereby adopts such Findings as the Board's Conclusions of Law.

### 3. Approval Stipulations

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

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

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

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

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

c. Development of the Project shall also be governed by the applicable standards and procedural provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida Statutes, and the land development regulations,

including the LDC. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit-density reduction, or intensity reduction until December 31, 2025, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Applicant/Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated DA, MPUD Master Planned Unit Development conditions, Comprehensive Plan, and LDC shall not constitute downzoning, unit-density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

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

f. The Property is currently utilized for mining activities. Prior to submittal of the first preliminary plan/preliminary site plan for any entitlement within the SunWest Harbourtowne DRI, all commercial mining activities shall cease and mining materials generated within the DRI boundaries shall only be utilized for project related fill requirements. Mining activity shall be limited to thirty-eight (38) acres within the areas that have been previously disturbed by mining activities and there shall be no expansion of mining activities beyond these limits. Any mining in excess of thirty-eight (38) acres will require a Notice of Proposed Change (NOPC) Application to the DRI to evaluate impacts to regional resources. Except as necessary for Project related improvements, the Applicant/Developer shall surrender all commercial mining permits and extinguish all commercial-related mining rights pursuant to such permits prior to approval of the first preliminary plan/preliminary site plan.

4. Phasing and Duration

a. Phasing Schedule

This Project is specifically approved as a single-phase Project. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2020, subject to compliance with the transportation conditions of this DO and the DA. For State and regional review purposes, the build-out date is December 31, 2018.

b. Effective Date and Duration

(1) The DO for the Project shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent and the appeal period has passed for the corresponding Comprehensive Plan amendment associated with the Project.

(2) The effective period of this DO shall be until December 31, 2025. The effective period may be extended by the Board of County Commissioners. Application for such an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

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

c. Commencement of Development

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

d. Build-Out of Project

(1) For State and regional review purposes, the build-out date for the Project shall be December 31, 2018, unless otherwise extended by State law.

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

5. Specific Conditions

a. Development Components

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

Table 1

<u>Development Category</u>	<u>Build-Out December 31, 2018 for State/Regional Review December 31, 2020 for Transportation Concurrency</u>
Single-Family Detached (SFD)*	350 Units
Single-Family Attached (SFA)*	2,150 Units
Retail	250,000 sq.ft.
Office	50,000 sq. ft.
Resort Hotel	250 rooms
Golf Course	18 holes
Boat Slips	350 dry slips 150 wet slips

\* Residential land uses are subject to the transient occupancy/resort requirements set forth in the MPUD Master Planned Unit Development Conditions of Approval.

b. Land Use Exchange

(1) Development entitlements within the Project may be exchanged pursuant to the LUEM attached hereto as Exhibit E. All land use exchange requests shall be submitted to the Pasco County Planning and Growth Management Department with copies to the FDCA and the TBRPC for verification as to implementation in accordance with the LUEM, this DO, and the Comprehensive Plan, as amended. Upon verification, which shall not be unreasonably withheld or delayed, the Pasco County Planning and Growth Management Department shall submit such exchange for approval on the consent agenda at the next available DRC meeting that is at least fourteen (14) days from submittal to the Planning and Growth Management Department, FDCA, and TBRPC.

(2) The use of the LUEM shall be reported in the next biennial report.

(3) Notwithstanding the foregoing, land use exchanges from retail, hotel or office to residential and land use exchanges from hotel or office to retail shall be prohibited. Land use exchanges from golf course shall only be permitted to other resort, hotel, or recreational uses and is subject to the equal amount of land area remaining as open space pursuant to the MPUD Master Planned Unit Development conditions of approval.

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

(5) Prior to approval of any land use exchange, the proposed exchange must include assurance that any additional utility demands associated with the proposed exchanged can be accommodated.

(6) Prior to approval of any land use exchange, the proposed exchange must mitigate for any additional park or school impact requirements as appropriate.

(7) Prior to approval of any land use exchange, the developer shall demonstrate to the County that the proposed exchange complies with the MPUD conditions of approval.

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

c. Water Quality and Stormwater Management

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

(2) The Project's stormwater-management system shall be designed, constructed, and maintained to meet or exceed Chapters 62-25, and 40D-4 or 40D-40, Florida Administrative Code (FAC), and County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration wherever feasible. Best Management Practices (BMP) for reducing adverse water-quality impacts as required by the regulations of the County and other appropriate regulatory bodies shall be implemented, including those that prevent construction-related turbidity. In addition, the Applicant/Developer shall comply with the following design requirements:

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

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

(c) The Applicant/Developer or other responsible entities shall ensure that the stormwater-management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit, or as established by the County, whichever is most stringent.

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

(e) Stormwater management ponds shall not be constructed within wetland buffers.

(f) The stormwater-management system shall be designed to maintain the natural hydroperiod of the receiving wetlands, except as permitted by the SWFWMD and approved by the County prior to construction plan approval.

(3) A Stormwater Pollution Prevention Plan developed in accordance with National Pollutant Discharge Elimination System requirements shall be provided to SWFWMD and Planning & Growth Management prior to approval of the first record plat for the first residential dwelling unit or construction plan plat where no plat is required

(4) Landscape and irrigation shall be in conformance with the LDC in effect at the time of preliminary plan/preliminary site plan approval. The Applicant/Developer shall encourage the use of water-conserving landscapes and the responsible use of water by residents and businesses through methods such as deed restrictions and education. Nonnative plant species should not be incorporated into the Project's landscape design unless such nonnative plant species is on the, *Florida Friendly Handbook and Plant List*, published by the University of Florida (UF) Yards and Neighborhoods Program (<http://www.swfwmd.state.fl.us/publications/files/fl-friendlyhandbook.pdf>). For areas where the Applicant/Developer would like to incorporate turfgrass into the landscape design, the Applicant/Developer shall encourage appropriate soil testing to determine turfgrass compatibility prior to the turfgrass selection. Such testing may be coordinated through the County UF/Institute of Food and Agricultural Sciences (IFAS) Extension office. The Applicant/Developer shall follow soil and turfgrass compatibility guidelines generally consistent with the UF/IFAS Extension guidelines, *Preparing to Plant a Florida Lawn*, for any areas for where turfgrass may be selected or incorporated into the landscape design. Should turfgrass be selected for areas that do not have naturally occurring soils compatible for such selected turfgrass, the Applicant/Developer shall enhance the soil for the selected turfgrass in accordance with such guidelines established by the UF/IFAS Extension.

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

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

(7) No wetland outlet or conveyance, either natural or manmade, should be lowered in elevation from existing conditions, which could cause lower water levels and reduced hydroperiods, except as permitted by the SWFWMD and approved by the County prior to construction plan approval. Except as otherwise permitted by the SWFWMD and approved by the County, no changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state, such that historic wetland water levels and flow quantities are restored. Any increases in hydroperiods or restoration of wetlands shall require approval by the County's Engineering Services Department.

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

(9) Other infiltration techniques will be maximized, such as low-impact development techniques to maintain wetland hydroperiods.

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

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

(a) The Applicant/Developer shall reclaim previously mined areas, including planting of littoral zones within designated reclaimed mine ponds pursuant to the SWFWMD Environmental Resource Permit (ERP).

(12) The golf course shall be designed and managed in accordance with the Florida Department of Environmental Protection's (FDEP) Florida Green Industries Best Management Practices for Golf Courses or equivalent criteria and standards acceptable to the County, or as recommended by the FDEP to protect groundwater quality, subterranean habitat and springs. The FDEP and the Planning & Growth Management Department shall be provided the proposed golf course design and management plan for review prior to construction of the golf course.

(13) Best management practices for the application of pesticides and fertilizers shall be communicated to and required of all residents. An integrated pest-management program shall be implemented to minimize the use of fertilizers and pesticides. Such integrated pest-management program shall be submitted to the SWFWMD and the County and approved by the County prior to commencement of any development.

(14) Environmental Monitoring Plan (EMP): Groundwater and Surface Water

(a) An EMP shall be developed to include a groundwater-monitoring program and a surface-water monitoring program. The Applicant/Developer shall ensure the EMP is developed in accordance with Rule 62-4.246(3) and Chapter 62-522.600, FAC, and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW to establish parameters, methodology, sampling frequency, establishment of baseline data, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, TBW, and the County's Planning and Growth Management Department (a minimum of four [4] copies are required by the County) for review and shall be approved by the County's Planning and Growth Management Department and implemented prior to any construction activities within the Project. Documentation verifying such implementation shall be forwarded to the County's Planning and Growth Management Department prior to commencement of development, as defined in the LDC, to provide background data and shall continue to the Project build-out. Implementation of the EMP shall not be deferred until or contingent upon approval of an Environmental Resource Permit by the SWFWMD. If reclaimed water for irrigation purposes is used in the future, the EMP will be amended as required by the permit for use of reclaimed water.

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

(c) The EMP shall address the proposed interconnection of lakes and consider easements or license agreements to allow interested agencies to monitor existing well sites.

(d) The monitoring results of the EMP shall be submitted to the FDEP, SWFWMD, TBW, and the County at least annually, or more often as may be required in the EMP and shall be included in the biennial report. Should the monitoring results indicate that applicable State water-quality standards are not being met; the results shall be reported to the FDEP, TBW, the County, and other appropriate regulatory bodies immediately. In the event the FDEP, SWFWMD, or the County determines there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected.

(e) Should the Applicant/Developer wish to add new land areas to the Project which have no EMP for groundwater and surface-water monitoring in place at the time of an NOPC submittal, the Applicant/Developer shall update the EMP and such an update shall be submitted to the County,

TBW, FDEP, and SWFWMD unless the FDEP or SWFWMD and the County determine that the additional EMP is not necessary.

(f) Within 120 days from the approval of the EMP by the County, the Applicant/Developer shall provide the County with the following:

(i) An aerial map and photographs showing the locations of the installed groundwater monitoring wells and copies of the SWFWMD Well Completion Reports for the monitor wells included in the approved EMP.

(ii) An aerial map and photographs showing the locations of the surface-water sampling locations for the approved EMP.

(iii) Laboratory results from the initial background-sampling event of all groundwater-monitoring wells, which includes Primary and Secondary Drinking Water Standards.

(iv) Laboratory results from the initial background sampling of the surface-water locations.

d. Wellfield Protection

(1) The Applicant/Developer shall comply with the current Wellhead Protection Ordinance (LDC, Section 612, as amended).

e. Sinkholes

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

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

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

(c) Visually inspect the affected area.

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

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

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

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

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

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

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

(5) Best Management Practices shall be employed during site preparation and construction to prevent soil erosion.

(6) The Developer/Applicant shall have a licensed professional geologist perform a detailed geotechnical analysis of the site to assess sinkhole potential.

(7) Karst features as identified on Exhibit I attached hereto and incorporated herein shall be protected by conservation easements and/or fencing. The applicant shall disseminate educational materials regarding illegal dumping, swimming, and cave safety.

f. Wetlands

(1) This DO does not authorize impacts to Category 1 wetlands. At the time of preliminary plan/preliminary site plan approval, the County may decide to authorize impacts to Category 1 wetlands, but only in accordance with the provisions of the Conservation Element, Policy Nos. 1.3.2, 1.3.6, 1.3.8, 1.3.11, and 1.3.12, and Future Land Use Element, Policy No. 1.2.3.

(2) The postdevelopment wetlands on site shall be protected and buffered by natural habitat, swales, and stormwater ponds that are created for stormwater attenuation and treatment. Buffers around on-site, postdevelopment Category 1 wetlands shall be maintained and enhanced with native vegetation where appropriate.

(3) The Applicant/Developer shall adhere to twenty-five (25) foot minimum buffers around Category 1 wetlands.

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

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

(6) The Applicant/Developer shall conserve and protect wetland habitats designated on Map H, using upland vegetated buffers, to be identified in the Habitat Management Plan, managed as wildlife habitat. The following measures will be utilized to minimize wetland impacts:

(a) Construction Best Management Practices to minimize negative impacts of erosion and sedimentation within wetlands and aquatic habitats.

(b) Existing interior haul-road network will be used and expanded to limit creation of additional roads through wetlands.

(c) The applicant shall maximize the use of buffers to minimize impacts to wetlands and coastal marsh habitat in accordance with the MPUD Master Planned Unit Development conditions of approval.

(d) The applicant shall provide to the Planning and Growth Management Department, a wetland delineation survey and boundary determination letter from the SWFWMD prior to commencement of development.

(e) Any conservation easements required by the terms and conditions of the Exchange Agreement between the Applicant/Developer and SWFWMD shall be conveyed to SWFWMD prior to the first record plat for the first dwelling unit or prior to the issuance of any site development permit.

g. Floodplains/Disaster Preparedness

(1) Finished floor elevations for all habitable structures shall be in accordance with the LDC, Section 701. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Elevations for roadways providing access to residential areas shall be in accordance with the Comprehensive Plan and the LDC.

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

(3) Compensation for the loss of 100-year flood storage capacity shall be provided, but shall not be constructed in existing wetlands or other protected native habitats identified on Map H.

(4) There shall be no net loss of flood storage capacity within the 100-year floodplain. Land alteration and development plans shall be provided to SWFWMD and the County with sufficient detail and data to verify that flood storage capacity will not be reduced.

(5) A natural buffer of a minimum of 25 feet shall be established and maintained between residential structures and the jurisdictional wetland determination for the coastal marsh. Seawalls, structural alterations, or any other hardening along the jurisdictional wetland line shall not occur.

h. Vegetation and Wildlife

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

(2) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan, and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on site. In the event any State or Federally listed species,

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

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

(4) Florida Black Bear Habitat Mitigation Plan (FBHMP): To compensate for unavoidable impacts to the habitat of the Florida Black Bear, the Applicant/Developer shall establish an off-site mitigation area including site protection and management plans in perpetuity for mitigation of impacts to the Florida Black Bear habitat in accordance with Rule 9J-2.041, Florida Administrative Code (collectively referred to as the Florida Black Bear Habitat Mitigation Plan [FBHMP]).

(a) Prior to submittal of any application for development approval (Site Development Applications) for the Project, the methodology for the FBHMP that establishes the parameters for determining the quantity, quality, and the general location of habitat mitigation shall be reviewed by the FDCA, SWFWMD, FFWCC, Hernando County, and approved by the FDCA in writing. Site Development Applications shall include but not be limited to preliminary plan/preliminary site plans, mass grading plans, stormwater management plans, construction plans, subdivision plans, building permits or any other plans and permits which are required prior to construction or alteration of the property. For the purposes of this DO, Site Development Applications shall not include the DRI ADA, this DO, the corresponding Comprehensive Plan amendment to PD, and the MPUD Master Planned Unit Development Rezoning. Additionally, the limitation on submitting Site Development Applications does not apply to the application for an Environmental Resource Permit or other environmental permit necessary for the determination of Florida Black Bear Habitat Mitigation. Those permits may be applied for, but shall not be issued, until the FDCA approves both the FBHM methodology and the FBHMP in writing.

(b) The FBHMP shall be prepared consistent with the Pasco County Comprehensive Plan and in accordance with the approved methodology and shall identify the following:

(i) The off-site mitigation site, which shall be type-for-type and acre-for-acre habitat acquisition or preservation, or other acquisition or preservation of mitigation habitat of comparable biological value for the Florida Black Bear and consistent with the methodology approved by FDCA.

(ii) Based on the considerations listed in Rule 9J-2.041(7)(b)3, F.A.C, the mitigation provided shall be in the Chassahowitzka black bear sub-population range.

(iii) The selected off-site mitigation area(s) shall be biologically manageable and appropriate for the Florida Black Bear.

(iv) No Florida Black Bear habitat shall be disturbed or adversely impacted prior to completion of all off-site mitigation for the particular phase of development requiring mitigation.

(c) The FBHMP shall be approved by the FDCA in writing prior to the first Site Development Application submittal.

(d) Upon approval of the FBHMP by the FDCA in writing, the FBHMP shall be incorporated into this DO through an amendment following the procedures for a non-substantial deviation set forth in Subsection 380.06(19), Florida Statutes and shall be incorporated into the Habitat Management Plan.

(5) Habitat Management Plan

(a) The Applicant/Developer shall submit a Habitat Management Plan (HMP) for review to the FFWCC, the SWFWMD, and/or the USFWS (if applicable) (collectively referred to as the Agencies) and for approval by the County in consultation with the Agencies prior to preliminary plan/preliminary site plan approval for any increment of development. The HMP shall be developed to include all conservation areas proposed by the Developer/Applicant, the acquired SWFWMD lands and any additional lands acquired or designated for protection of the Florida Black Bear.

(i) The HMP shall include a reference site and measureable future desired conditions for each conservation area and wetland buffer.

(ii) The HMP shall identify plant communities in text and on an aerial map using the Florida Natural Areas Inventory Natural Communities Guide.

(iii) The HMP shall require that the Homeowners Association or Community Development District or other entity acceptable to the County identify a professional natural resource management entity be responsible for the perpetual management of conservation areas, land acquisition, and wetland buffers. The HMP shall require such management continue in perpetuity and shall survive the expiration date of this DO.

(iv) The HMP shall identify surveys with currently accepted FFWCC & USFWS methodologies for each rare and imperiled species and associated habitat and specify measures that minimize the impact to such species and habitat.

(v) The HMP at a minimum shall address the following species:

1) Florida Black Bear, which shall:

a) Incorporate and address maintenance requirements associated with the approved FBHMP as applicable.

b) Specify how signage and literature will be distributed for to seasonal and permanent residents indicating bear habitat and bear awareness tips

c) Require the use of wildlife-resistant refuse containers for each residential unit and all commercial and residential dumpsters

d) Prohibit birdfeeders, exposed barbeque grills, and outdoor pet feeding that are accessible to bears

e) Include a compliance clause and corresponding penalties for violating wildlife-safe practices in all rental agreements, homeowner association standards, and employee/contractor arrangements

f) Require clean construction sites with wildlife-resistant containers for workers to use for food-related and other wildlife attractant refuse, require frequent trash removal, and the use of proper food storage and removal on work sites. Adjust trucking activities and material delivery schedule to mandate slower speed in wooded zones, at dawn and dusk, and during the June and July breeding season for bears.

g) The FFWCC Bear Aware Best Management Practices shall be implemented to reduce conflicts between bears and humans.

h) Prohibit clearing, blasting, burning of forested habitat during the December to March denning season for bears and coordinate with other species management plan within any off-site mitigation areas.

2) American Bald Eagle

3) Manatee

4) Least Tern

5) the Florida Scrub Jay

6) Coastal Lowland Cave Crayfish. This species is known to inhabit several, if not all of the sinkhole springs comment to the Project (the Jewel, Double Keyhole, Black Sink, and Horseshoe Springs). Protection of the specific habitat for this species shall be addressed in the HMP. These actions include but are not limited to:

a) Monitoring of baseline and annual water quality;

b) Annual surveys to quantify relative populations;

c) Protective mechanisms to be used to prevent degradation of the spring's systems;

d) The analytical and population data shall be submitted as part of any annual reporting requirements for the HMP;

7) Gopher Tortoise

8) Colonial Wading Birds

9) Saltmarsh Songbirds. The Saltmarsh Songbird

component shall demonstrate how the Project will comply with the following:

a) Maintain an average 300 feet construction activity set-back during nesting season (April through June) from saltmarsh habitat.

b) Habitat protection and maintenance shall include native plant species adapted to specific existing conditions including provision of low profile vegetated buffer at least 25 feet between the jurisdictional line of the saltmarsh habitat and any development. The buffer shall be comprised of native low growing shrubs and groundcovers. These plantings shall be maintained on a regular basis for the removal of invasive plants and trees.

c) Wherever practical, the hydrology and function of marshes, ditches, and dikes shall be restored.

10) Sherman's Fox Squirrel.

(b) The HMP shall include locations and details of wildlife under-crossings to accommodate small mammals, amphibians, and reptile species, while discouraging Florida Black Bear movement to the south. These locations shall be reflected in the Master Roadway Plan. Additional under-crossings may be required at the time of preliminary plan/preliminary site plan submittal in conjunction with modifications to the Master Roadway Plan. The HMP shall include the design of under-crossings which shall be consistent with those set forth in the County's guidelines. The HMP shall incorporate speed reduction measures, increased lighting, and roadway signage to alert motorists and reduce potential for road kill.

i. Air Quality

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

j. Land

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

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

with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

k. Utilities

(1) Water Supply and Wastewater Treatment

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

(b) The County has determined that capacity exists, subject to the County receiving all the necessary permits, approvals and payment of fees, to implement and construct the planned system improvements and plant expansions needed to serve the Project, and water and wastewater services will be provided by the County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to County standards in effect when construction drawings are approved by the Utilities Services Branch.

(c) The Applicant/Developer shall provide the Utilities Services Branch with a Utilities Service Plan (USP) for water, wastewater, and reclaimed water, if applicable. The USP shall be reviewed and approved prior to the submittal of the first construction plan and shall be resubmitted with modifications if applicable for review and approval prior to submittal of any subsequent construction plans.

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

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

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

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

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

(i) Local water resources are very limited and to the maximum extent practical, the Applicant/Developer shall minimize water demand. Water-saving fixtures shall be required in the Project in compliance with the Florida Building Code. The Applicant/Developer shall comply with the LDC, Section 603. The Applicant/Developer shall encourage or utilize where mandated by law, the following at the time of construction:

(i) Low-volume irrigation in all nonturf areas.

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

(j) Florida-friendly™ landscaping materials and techniques shall be used throughout the Project so that, once established, the landscape will be prepared for more extreme weather conditions. The Applicant/Developer shall work with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant material selection, and irrigation-system installation. All irrigation (turf and nonturf) shall be in accordance with the irrigation design standards described in Appendix J of the Florida Building Code.

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

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

(m) Total water use for the Project shall not exceed the compliance rate of 150 gallons per capita per day as required in the Northern Tampa Bay Water Use Caution Area.

(n) The hotel shall participate in the SWFWMD Water CHAMP program or implement a program that educates temporary residents about the importance of water conservation. Documentation of such participation or educational program shall be provided to the SWFWMD and the Planning and Growth Management Department prior to construction plan approval for the hotel.

(2) Solid/Hazardous/Biomedical Waste and Recycling

(a) The collection, transportation, and disposal of solid waste are controlled by the Pasco County Code of Ordinances, Section 90, and shall take place in accordance with the terms thereof.

(b) Development and operation of the Project shall not cause the LOS for solid-waste collection/disposal to fall below the acceptable LOS established in the Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biomedical waste and material disposal to service the Project, shall be obtained from the County and/or other appropriate entities.

(c) As stated in the Application, it is not anticipated that hazardous or toxic waste will be generated by the Project. The Applicant/Developer shall advise businesses within the

Project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(d) Solid-waste recycling shall be given a high priority and a specific and active recycling management plan outlining goals and implementation and measurement techniques consistent with Countywide policy shall be submitted prior to the first record plat for the first dwelling unit (du), or construction plan where no plat is required, and shall be approved by the Utilities Services Branch to maximize solid-waste recycling for all types of development within the Project. The implementation and progress of such recycling plan shall be annually and jointly reviewed by the Utilities Services Branch and the Applicant/Developer, homeowners' association, CDD, or other entity approved by the Utilities Services Branch.

(e) In the event that businesses use or produce hazardous materials or medical waste located within the Project, these materials shall be handled in a manner consistent with applicable Federal, State, and local regulations.

I. Energy

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

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

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

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

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

(d) Institute recycling programs.

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

m. Transportation

(1) Proportionate Share: Pursuant to Section 163.3180(12), Florida Statutes, and Section 9J-2.045, FAC, the Applicant/Developer's proportionate-share contribution for those improvement projects listed in Exhibit G is Twenty-Eight Million Nine Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$28,955,959.00) (Proportionate Share) which is expressed in 2009 dollars as set out in Exhibit G.

(a) Pipeline

(i) The County and the Applicant/Developer agree that the mitigation for the Project and the satisfaction of the proportionate-share obligation shall be the construction of

the Pipeline Projects and off-site access-related and on-site access-related improvements (Required Improvements) as described in the DA attached as Exhibit H.

(b) Development Agreement: The County and Applicant/Developer have entered into a DA attached hereto and incorporating herein as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Project and site-related improvements. The DA also contains:

(i) A schedule for payment of the proportionate-share amount to ensure that the Pipeline Project is expeditiously constructed.

(ii) A requirement that if the Applicant/Developer should fail to adhere to the schedule in the DA, then no further Building Permits or development approvals shall be issued until the Project obligations have been recommenced to the satisfaction of the County.

(iii) Provisions for assistance from the County in the acquisition of right-of-way for the site-related improvements as needed.

(iv) Requirements for financial performance guarantees to be provided by the Applicant/Developer to ensure that the improvements will be completed in accordance with the applicable schedule.

(v) Provisions addressing the payment of TIFs and TIF credits.

(vi) Insurance and indemnification requirements.

(vii) Other provisions as deemed appropriate by the County.

Changes to the DA which materially affect the requirements in Subsection (b) above or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to the Chapter 380, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment.

(2) Site-Access Improvements

All access improvements, number of access points, spacing, and geometry of access points shown on Map H, attached hereto as Exhibit F, shall be subject to compliance with the provisions of the County's and the Florida Department of Transportation's (FDOT) access-management regulations. The Applicant/Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense. The Applicant/Developer shall be responsible for construction of all access improvements for the Project, unless otherwise approved by the DRC, prior to or concurrent with construction of infrastructure improvements to serve the portions of the Project necessitating such improvements as determined by the County at the time of preliminary site plan approval, and/or at the time of the issuance of Access Permits for the Project except where the DA, if required, provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Zoning and Site Development Department may also require further site-access/site-related intersection improvements and site-

access/site-related roadway improvements. The need and analysis for turn lanes, traffic signals, turn-lane lengths, and other site-access/site-related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site-access/site-related improvements. Except where specifically allowed pursuant to this DO or DA, if required, these improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or creditable against the TIF requirements of the development.

(3) Trip Generation Monitoring

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the DRI entitlements in terms of the p.m. peak-hour Project trip generation, or prior to construction plan approval for vertical construction of sixty-five (65) percent of the DRI entitlements in terms of p.m. peak-hour Project-trip generation, the Applicant/Developer shall institute a monitoring program to provide external p.m. peak-hour counts and projected counts at the Project entrances as set forth below. Monitoring shall continue on an annual basis until Project build-out, shall be submitted to the Planning and Growth Management Department annually from the date of commencement, and shall also be included in the biennial report. Each monitoring event shall be conducted within a sixty (60) day period from the due date of each biennial report to ensure that the counts are relatively current.

(b) The monitoring program shall consist of weekday, p.m. peak-hour directional counts from 4:00 to 6:00 p.m., with subtotals at fifteen (15) minute increments at all Project driveways. The sum of the Project-entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minute totals will be summed to determine the Project's total p.m. peak-hour traffic volume. The total p.m. peak-hour gross Project trips was estimated to be 3,038 (1,640 inbound and 1,398 outbound trips), which included 347 pass-by and 456 internal trips.

(c) If monitoring results demonstrate that the Project is generating more than five (5) percent above the number of trips estimated in the original analysis (as stated above) or a biennial report is not submitted in accordance with Section 5.v(1) of this DO, the County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, and may amend the DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

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

(4) Transportation Demand Management (TDM) Program

In the first year following the completion of development in Phase 1, the Applicant/Developer or its successor shall initiate a TDM Program to divert vehicle trips from the p.m. peak-hour. The TDM Program shall include a biennial assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program using a methodology approved by the County. Results of the TDM Program shall be included in each biennial report. If the County-approved methodology is utilized, the

Applicant/Developer or its successor shall be entitled to a credit for any documented trips diverted from the p.m. peak-hour as a result of the TDM Program in any future traffic analysis or monitoring requirement for the Project.

(5) Internal Road Network

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

n. Educational Facilities

(1) Payment of Impact Fees: The Applicant/Developer shall pay school impact fees for the impacts of the residential component of the Project to the District School Board of Pasco County (School Board) in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

(2) School concurrency requirements as may be adopted by the County in the future are not waived nor satisfied by this DO approval. The Applicant/Developer shall be required to comply with all provisions of a subsequently adopted School Concurrency Ordinance and the requirements to provide for school capacity as mandated by such ordinance, unless the Project is vested pursuant to the ordinance.

o. Recreation and Open Space

(1) The Applicant/Developer shall comply with the LDC, Section 610.15. The Applicant/Developer shall also comply with the Pasco County Parks and Recreation Impact Fee Ordinance, No. 02-03, adopted January 29, 2002, as amended and the Neighborhood Parks Ordinance, No. 02-26, as amended.

(2) The Project shall maintain 25% open space acreage. As depicted on Map H, the allocation of acreage to the golf course as proposed satisfies such open space requirement. In the event the golf course is not developed, the Applicant/Developer shall still be required to maintain such 25% open space requirement.

(3) Development shall not encroach upon adjacent SWFWMD-owned lands.

p. Health Care/Police/Fire

(1) The County shall provide fire and emergency medical services to the Project. The County Sheriff's Office shall provide law enforcement services to the Project. The Applicant/Developer shall be required to pay impact fees and applicable County taxes and assessments for all such services as required by County ordinance.

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

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

q. Hurricane Preparedness

(1) The Applicant/Developer shall coordinate with the Pasco County Emergency Management Services Department regarding incorporation of hurricane and wind-resistant technology into the design criteria of all development. The Applicant/Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone and for New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

(2) All construction in the Coastal High Hazard Area shall comply with the Land Development regulations in effect at the time of permitting.

(3) All construction in the velocity zone shall be "fortified" or certified as disaster resistant by the Institute for Business and Home Safety, or equivalent standard.

(4) For construction outside of velocity zone, the Developer shall coordinate with the Institute for Business and Home Safety and Emergency Mgmt to determine the feasibility of incorporating fire and wind resistant "fortified" design criteria into the commercial and office facilities.

(5) Prior to approval of the first preliminary plan/preliminary site plan, the Applicant/Developer shall submit to the Office of Emergency Management (with a copy to Planning & Growth Management) for review and approval a Hurricane Preparedness Plan (HPP) with the following components:

(a) A residential dwelling unit component to ensure the safe and orderly evacuation of residents upon the issuance of a hurricane evacuation order. This plan shall include but not be limited to the following elements or those identified in the Land Development Code, whichever is more restrictive at the time of HPP submittal :

- (i) Public education and awareness
- (ii) Issuance of a Warning
- (iii) Evacuation transportation assistance
- (iv) Shelter assistance,
- (v) Mitigation and security of facilities
- (vi) Re-entry & damage assessment

(b) A resort/hotel component to ensure the safe and orderly evacuation of hotel employees and guests upon the issuance of a Hurricane Watch prior to the evacuation order of the general public. This plan shall include but not be limited to the following elements:

- (i) Public education and awareness
- (ii) Staff training and exercise
- (iii) Issuance of a warning
- (iv) Evacuation transportation assistance
- (v) Shelter assistance
- (vi) Mitigation and security of facilities
- (vii) Re-entry and damage assessment
- (viii) A timeline showing

1) Ordering all buildings closed at the issuance of a hurricane watch for the duration of a hurricane evacuation order

2) Informing all employees and guests of evacuation routes out of the flood prone area and measures to be followed in such an event

3) Making all efforts to coordinate with and inform appropriate public authorities of building closings, security and safety measures, and evacuation plans

(c) A Commercial and Marina employee component to ensure the safe and orderly evacuation of commercial and marina employees and boat owners upon the issuance of a Hurricane Warning or general evacuation order. This plan shall include, but not be limited to the following elements:

- (i) Public education and awareness
- (ii) Staff training and exercise
- (iii) Issuance of a warning
- (iv) Mitigation and security of facilities and boats
- (v) Re-entry and damage assessment
- (vi) A timeline showing

1) Ordering all buildings closed at the issuance of a hurricane watch for the duration of a hurricane evacuation order

2) Informing all employees and guests of evacuation routes out of the flood prone area and measures to be followed in such an event

3) Making all efforts to coordinate with and inform appropriate public authorities of building closings, security and safety measures, and evacuation plans

A copy of the HPP shall be included in the first Biennial Report submitted after occupancy of any portion of the project.

(6) Prior to construction plan/construction site plan approval of the marina, an All Hazards Plan and a Fuel Management and Spill Contingency Plan in accordance with Comprehensive Plan Policy COA 2.1.4, Criteria for Marinas Adjacent to Conservation Areas, Preservation Areas or Environmentally Sensitive Area shall be submitted to the Office of Emergency Management, the Planning and Growth Management Department and the TBRPC for review and approval by the Office of Emergency Management. Such plan shall also be developed in accordance with best management practices outlined in the FDEP's Clean Marina Program.

(7) All deeds for sale of land and/or structures must be accompanied by a hazard disclosure statement.

(8) There shall be no impervious structures constructed within the 25-yr floodplain except as otherwise allowed by applicable regulations.

r. Housing

(1) With respect to the various buildings actually constructed within the Project, the following cash-mitigation payments shall be required to voluntarily address the affordable housing needs of the County:

\$100.00	Per Single-Family Residential Unit
\$ 80.00	Per Multifamily Residential Unit
\$ 0.35	Per Gross Square Foot of Retail Space
\$ 0.25	Per Gross Square Foot of Office Space
\$608.00	Per Golf Course Hole
\$12.00	Per Marina Slip
\$204.00	Per Hotel Room

No cash mitigation shall be required for affordable-housing units provided in accordance with Subsection t(5) or t(8).

(2) The cash-mitigation payments shall follow the same procedure for payment of TIFs in the TIF Ordinance.

(3) The cash-mitigation payments shall be placed into a designated County account and shall be applied to County-approved, affordable-housing projects or programs within the Traffic Analysis Zone, in which the Project is located.

(4) The cash-mitigation payments shall be increased each year by a two (2) percent escalator commencing from the effective date of this DO.

(5) In lieu of the cash-mitigation payments required above, either in whole or in part, the Project may propose for TBRPC and County approval, one (1) or more "on-site" affordable-housing programs to satisfy such obligation by one (1) or more of the following types of programs: provision of affordable rental or for-sale housing; provision of land for other affordable-housing programs; provision of affordable rental or purchase-subsidy assistance; provision of down payment, closing cost, or other acquisition-cost assistance; provision of financial assistance; or other affordable-housing assistance deemed appropriate and suitable, in whole or in part, by TBRPC and the County. If one (1) or more such "on-site" programs are approved, the funds in the mitigation special revenue fund above shall be utilized for such program(s).

(6) The terms "affordable" or "affordable price" for purposes of this Subsection, shall mean a price that is affordable to a family with a median income that does not exceed 120 percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area (SMSA). For a housing unit to qualify as "affordable," the housing unit, or the larger development that includes the housing unit, must be designated as affordable by the County's Community Development Manager consistent with the foregoing definition and applicable Federal, State, and local income and expense criteria for affordable housing and the housing unit must be sold to a family that satisfies the foregoing income criteria as determined by the County's Community Development Manager.

(7) The County will proceed diligently and in good faith with development of an ordinance to adopt mandatory affordable-housing requirements throughout its jurisdiction, including DRI-level and sub-DRI level development projects, and to apply substantially consistent requirements as set forth herein to all other pending or future DRI projects within Pasco County, Florida, on a nondiscriminatory basis. If the County adopts affordable-housing requirements and the required contributions are higher than the contributions required in this DO, development within the Project that 1) has not already paid the contribution amounts set forth in Subsection t(2) above, 2) has not been mitigated for pursuant to Subsections t(5) above or t(8) below, or 3) is not otherwise exempt pursuant to the County Affordable Housing Ordinance shall thereafter pay the higher ordinance amount instead of the cash-mitigation requirements in Subsection t(1).

(8) Without limiting programs which may be approved pursuant to Subsection t(5) above, the Applicant/Developer may satisfy such obligations and receive credits against the required payments as follows:

(a) Assumable Equity Mortgage for Affordable Units Provided On-Site

(i) Any entity within the Project that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the time the assumable equity mortgage is assigned to and accepted by the County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the

housing unit at the time it is sold and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must 1) be a recorded, assignable, and assumable first or second mortgage on the property; 2) require repayment at closing in the event the housing unit is resold at a price that is not affordable; 3) have a value that is no less than the value of the credit for one housing unit, as calculated pursuant to the formula set forth below; and 4) is sold to a household that earns less than 120 percent of the adjusted median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with Subsection t(3).

(ii) Unless the Countywide Affordable Housing Ordinance discussed in Subsection t(7) allows for a different credit amount, the amount of the credit for each assumable equity mortgage assigned to the County shall be determined in accordance with the following formula:  $(\$100.00 \times \text{specifically approved single-family units} + \$80.00 \times \text{specifically approved multifamily units} + \$0.35 \times \text{specifically approved retail square footage} + \$0.25 \times \text{specifically approved office square footage} + \$608.00 \times \text{specifically approved golf holes} + \$12.00 \times \text{specifically approved marina slip} + \$204.00 \times \text{specifically approved hotel rooms}) \div (\$0.10 \times \text{specifically approved total dwellings for the Project})$ . For example, as the Project is specifically approved for the following entitlements: 350 single-family units, 2,150 multifamily units, 250,000 square feet of retail, 50,000 square feet of office, 18 golf holes, 250 hotel rooms, and 500 marina slips, the amount of the credit for each assumable equity mortgage assigned to the County would be One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), computed as follows:  $(\$100 \times 350 + \$80 \times 2150 + \$0.35 \times 250,000 + \$0.25 \times 50,000 + \$608 \times 18 + \$204 \times 250 + \$12 \times 500) / (.1 \times 2500)$ .

(b) Donation or Reduced Sale of Land or Lots to a County-Sponsored Affordable Housing Nonprofit

(i) Any entity within the Project that donates or sells for a reduced price land or lots to a County-sponsored affordable housing, nonprofit corporation to construct affordable-housing units (Nonprofit), shall be entitled to a credit against the required cash-mitigation requirement at the time the land or lot is conveyed to the Nonprofit and the value and unit yield of the land or lot(s) is confirmed in writing by the County's Community Development Manager consistent with the credit calculation set forth below. To be eligible for credit, the land or lot(s) conveyed to the Nonprofit must be acceptable to the County's Community Development Manager.

Unless the Countywide Affordable Housing Ordinance discussed in Subsection t(7) allows for a different credit amount, the amount of the credit for land or lots donated or sold for a reduced price to a Nonprofit shall be the actual appraised market value of the land or lots conveyed less the price paid by the Nonprofit, not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00) per lot. In the event the conveyance involves land for more than one (1) lot or more than one

(1) dwelling unit and can be built on the land conveyed, the maximum credit shall be Thirty Thousand and 00/100 Dollars (\$30,000.00) multiplied by the maximum number of units that can be built on the property pursuant to the applicable DRI, Comprehensive Plan, zoning, and LDC requirements as determined by the Community Development Manager after consultation with the County Development Director.

(ii) Credits shall be issued to the entity that either assigns the assumable equity mortgage in accordance with Subsection t(8)(a), donates, or sells for a reduced price, the land or lot(s) in accordance with Subsection t(8)(b). Credits shall be issued by the County's Community Development Manager. Credits, once established and issued, are assignable in accordance with the procedures set forth in the TIF Ordinance. Credits are only assignable within the Project, unless the Countywide Affordable Housing Ordinance discussed in Subsection t(7) allows for assignment of credits to developments outside the Project. Development in the Project shall make the cash payments set forth in Subsections t(1) or t(7) whenever it does not have County-approved credits pursuant to Subsection t(8) sufficient to cover the required cash payments when they are due. Cash payments and credits may only be used to satisfy the affordable housing obligations set forth in this Subsection t and are not refundable or eligible for exchange for cash from the County, except to the extent the Countywide Affordable Housing Ordinance discussed in Subsection t(7) allows for refunds.

s. Historical and Archaeological

(1) Should any historical or archaeological resources be encountered within the Project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources (FDHR), and the County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. The Applicant/Developer shall provide any reports of cultural resource activities and conduct any archaeological and/or historical fieldwork consistent with Rule 1A-46, FAC. In the event such reports identify mitigation of potential impacts, this DO shall be amended to incorporate any required mitigation through a NOPC Application. If any significant resources are found and it is determined that such resources qualify for designation of the County Register of Historic Resources, the Applicant/Developer shall initiate the designation process pursuant to the LDC, Section 315.

(2) A portion of Old Dixie Highway (Site 8PA2568) as determined by the County shall be preserved due to its significance as an early roadway. In addition, the Applicant/Developer shall erect a historic marker providing a brief history of Old Dixie Highway.

(3) Weedon Island period midden/occupation site (Site 8PA229) shall be preserved for further research due to the findings of ceramics, lithics, and faunal material. Alternatively, if acceptable to the FDHR, the Applicant/Developer may conduct a full investigation providing mitigative excavation (Phase III) for the site prior to commencement of any development in this area. All documentation from FDHR with regard to such Phase III investigation and mitigative excavation shall be provided to the County upon preliminary plan/preliminary site plan submittal for any development on such site.

t. Marinas

(1) The Project shall comply with ERP conditions for the Sunwest Park and channel improvements relative to boating operations, education, and liability to the Project's boaters.

(2) The Project's boat lift shall not be operated prior to issuance of the ERP for the Sunwest Park until the channel improvements, markings, speed zone measures and Manatee Protection Plan have been constructed and implemented according to the Parks and Recreation Department in conjunction with Facilities Management.

(3) The Project's boat lift shall be restricted to boats with a maximum vessel draft of four (4) feet.

(4) Any proposal to provide boat facilities or an additional boat access point to accommodate more than 45 boats per day shall constitute a Substantial Deviation, necessitating full review of the proposal to identify additional impacts, to determine consistency with the State Regional Policy Plan, and to determine appropriate mitigation measures.

u. General Conditions

(1) Any outstanding amount for initial review by the TBRPC shall be paid within thirty (30) days after a detailed billing in accordance with the rule. Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Applicant/Developer in accordance with the Rule 9J-2.0252, FAC.

(2) The conditions of this DO shall be binding to all subsequent owners within the Project.

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

(4) Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances pursuant to this DO shall be in a form acceptable to the Real Estate Division, free and clear of all liens, excluded from the boundaries of all special districts, and exempt from all covenants and deed restrictions.

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

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

(7) Should development significantly depart from the parameters set forth in the Application to an extent that such departure or change creates a reasonable likelihood of additional regional impact, or creates any type of regional impact not previously reviewed by the TBRPC, the Project will be subject to substantial deviation review pursuant to Section 380.06, Florida Statutes.

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

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

v. Procedures

(1) Biennial Reports

(a) Monitoring of the Project by the County shall be the responsibility of the Administrator.

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

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

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

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

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

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

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

(v) A list of DRI/DO conditions of approval and whether the Applicant/Developer has met the conditions including consistency with the required provision, implementation and continuance of the various studies, plans and programs identified in the TBRPC Final Report and this DO.

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

(2) Amendments/Substantial Deviations

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

(3) Notice of Adoption

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

(b) The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO and the Notice of Adoption to the Planning and Growth Management Department. The Planning and Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

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

(4) Severability

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

**DONE AND RESOLVED** this 30th day of March, 2010.



**ATTEST:**

PAULA S. O'NEIL, CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF  
PASCO COUNTY, FLORIDA

PAT MULIERI, ED.D, CHAIRMAN

**APPROVED**

MAR 30 2010

**BOCC**

## Exhibits

- Exhibit A Application for Development Approval Sufficiency Responses\*
- Exhibit B Tampa Bay Regional Planning Council Final Report\*
- Exhibit C Legal Description
- Exhibit D Developer's Commitments
- Exhibit E Land Use Equivalency Matrix
- Exhibit F Map H
- Exhibit G Transportation - Proportionate Share Table and 2009 FDOT Costs
- Exhibit H Development Agreement
- Exhibit I Karst Features (Figure 15-2 of the ADA)
- Exhibit J SunWest Mining Operations (Figure 12.7 of the ADA)
- Exhibit K Urban Land Institute, Planning and Organizing for Successful Economic Development, An Advisory Services Panel Report for Pasco County, Cover Page & Coastal Market Area
- Exhibit L FFWCC E-mail dated March 3, 2010
- Exhibit M Zoning Entitlement Table

\* Incorporated by reference and on file with the Planning & Growth Management Department

## EXHIBIT A

Application for Development Approval  
Sufficiency Responses\*

\*Incorporated by reference and on file with the Planning & Growth Management Department

## **EXHIBIT B**

Tampa Bay Regional Planning Council Final Report\*

\*Incorporated by reference and on file with the Planning & Growth Management Department

# EXHIBIT C

## Legal Description

**EXHIBIT 5-1**

**LEGAL DESCRIPTION**

**PARCEL 1**

ALL OF THE W ½ OF SW ¼ LYING NORTH AND WEST OF OLD STATE ROAD 15 AND PRESENT STATE ROAD 595, IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

**AND**

THE SOUTH 40 ACRES OF GOVERNMENT LOT 1; ALL OF GOVERNMENT LOT 2; AND ALL OF GOVERNMENT LOT 3, ALL BEING IN THE NORTH ½ OF SECTION 2; AND ALL OF SOUTH ½ OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 16 EAST WEST OF OLD DIXIE HIGHWAY.

**AND**

ALL OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, AND GOVERNMENT LOT 3, IN FRACTIONAL SECTION 3, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

**AND**

ALL OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, GOVERNMENT LOT 3, AND ALL OF GOVERNMENT LOT 4, LYING NORTHEASTERLY OF A LINE EXTENDING FROM THE EASTERNMOST MEANDER SURVEY POINT AS DETERMINED BY THE 1849 GOVERNMENT SURVEY IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 16 EAST, (WHICH POINT IS N 65° E 4782.5 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 16 EAST.) TO A POINT AT RIGHT ANGLES TO OLD STATE ROAD 15; ALL BEING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

**AND**

ALL OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, LYING WEST OF THE WESTERLY MAINTAINED RIGHT-OF-WAY OF OLD SR. #15 (OLD DIXIE HIGHWAY) LESS AND EXCEPT ALL OF THE S ½ OF SAID SECTION LYING SOUTH OF A LINE RUNNING FROM THE EASTERNMOST MEANDER POINT AS DETERMINED BY THE 1849 GOVERNMENT SURVEY IN SECTION 10, TOWNSHIP 24S, RANGE 16E, WHICH IS N 65° E 4782.5 FEET FROM THE NW CORNER OF SECTION 15, TOWNSHIP 24S, RANGE 16E, AT RIGHT ANGLES TO SR #15 IN SECTION 14, TOWNSHIP 24S, RANGE 16E.

**AND**

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: (848.51 ACRES)**

A PARCEL OF LAND LYING AND BEING IN SECTIONS 1, 2, 3, 10 AND 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY FLORIDA; THENCE RUN N89°25'34"W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 181.44 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF PASCO COUNTY PARCEL NUMBER 11-24-16-0000-00800-0000; THENCE

N46°51'26"W ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 651.94 TO THE POINT OF BEGINNING; THENCE CONTINUEING ALONG SAID NORTH BOUNDARY LINE N46°51'26"W A DISTANCE OF 1,681.00 FEET; THENCE S64°30'48"W A DISTANCE OF 2,385.01 FEET TO A POINT OF INTERSECTION WITH THE MEANDER LINE FROM THE ORIGINAL GOVERNMENT SURVEY AND THE MOST WESTERLY CORNER OF SAID PASCO COUNTY PARCEL NUMBER 11-24-16-0000-00800-0000; THENCE ALONG SAID GOVERNMENT MEANDER LINE THE FOLOWING COURSES NINE (9) COURSES: (1) N89°40'30"W A DISTANCE OF 3,292.96 FEET; (2) N11°32'29"E A DISTANCE OF 2,096.13 FEET; (3) N48°16'26"W A DISTANCE OF 688.38 FEET; (4) N37°36'44"E A DISTANCE OF 1,585.96 FEET; (5) N83°44'11"E A DISTANCE OF 3,706.07 FEET; (6) N26°50'16"W A DISTANCE OF 1,407.99 FEET; (7) S90°00'00"E A DISTANCE OF 784.65 FEET; (8) N84°30'14"E A DISTANCE OF 1,698.13 FEET; (9) N57°13'33"E A DISTANCE OF 2,680.03 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 16 EAST PASCO COUNTY, FLORIDA; THENCE S00°00'00"W ALONG SAID WEST LINE A DISTANCE OF 1,021.44 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE S90°00'00"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 1,384.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE S00°00'12"W ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 1,316.98 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE N89°34'26"E A DISTANCE OF 604.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 595; THENCE S16°07'27"W ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 91.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,009.88 FEET, A CENTRAL ANGLE OF 09°29'19", A CHORD BEARING OF S12°49'33"W AND A CHORD DISTRANCE OF 332.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 332.85 FEET; THENCE LEAVING SAID CURVE AND SAID RIGHT OF WAY LINE RUN N85°53'22"W A DISTANCE OF 2,027.04 FEET; THENCE S18°28'07"W A DISTANCE OF 439.05 FEET; THENCE S87°39'12"W A DISTANCE OF 404.54 FEET; THENCE S58°23'27"W A DISTANCE OF 332.77 FEET; THENCE S29°44'46"W A DISTANCE OF 1,394.53 FEET; THENCE S09°01'10"E A DISTANCE OF 616.70 FEET; THENCE S32°19'57"E A DISTANCE OF 421.19 FEET; THENCE S00°38'18"W A DISTANCE OF 631.70 FEET; THENCE S04°08'23"W A DISTANCE OF 502.02 FEET; THENCE S33°45'05"W A DISTANCE OF 383.75 FEET; THENCE S48°15'19"W A DISTANCE OF 525.30 FEET TO THE POINT OF BEGINNING.

PARCEL 1 IN TOTAL CONTAINING 318 ACRES MORE OR LESS

## PARCEL 2

A PARCEL OF LAND IN SECTIONS 1, 2, 11, 12, 13, AND 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°25'39"E. ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 3,347.51 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) THE FOLLOWING THREE (3) COURSES: 1.) N.31°53'41"E., A DISTANCE OF 89.25 FEET; 2.) N.31°51'50"E., A DISTANCE OF 1,161.69 FEET; 3.) N.16°25'36"E., A DISTANCE OF 346.04 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) S.87°11'52"E., A DISTANCE OF 1,305.57 FEET; THENCE N.00°57'48"E., A DISTANCE OF 293.72 FEET; THENCE N.89°19'59"W., A DISTANCE OF 1,236.55 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) THE FOLLOWING FOUR (4) COURSES: 1.) N.16°26'57"E., A DISTANCE OF 4,470.17 FEET; 2.) S.74°03'48"E., A DISTANCE OF 50.12 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS

POINT LIES S.73°32'13"E., A RADIAL DISTANCE OF 904.95 FEET; 3.) NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°13'45", A DISTANCE OF 714.36 FEET; 4.) N.61°44'40"E., A DISTANCE OF 129.14 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF ARIPEKA ROAD (COUNTY ROAD 595), ALSO BEING A POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.69°10'12"E., A RADIAL DISTANCE OF 2,009.88 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ARIPEKA ROAD (COUNTY ROAD 595) THE FOLLOWING THREE (3) COURSES: 1.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 11°09'06", A DISTANCE OF 391.19 FEET; 2.) S.31°58'03"E., A DISTANCE OF 434.16 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.57°59'22"E., A RADIAL DISTANCE OF 2,964.83 FEET; 3.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°39'40", A DISTANCE OF 655.16 FEET; THENCE S.39°23'04"W., A DISTANCE OF 831.09 FEET; THENCE S.50°36'30"E., A DISTANCE OF 715.00 FEET; THENCE S.32°51'52"E., A DISTANCE OF 578.97 FEET; THENCE S.67°26'40"E., A DISTANCE OF 383.85 FEET; THENCE N.31°58'19"E., A DISTANCE OF 169.95 FEET; THENCE S.67°23'08"E., A DISTANCE OF 101.38 FEET; THENCE N.31°57'32"E., A DISTANCE OF 306.14 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.17°18'01"E., A RADIAL DISTANCE OF 3,609.83 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°44'43", A DISTANCE OF 424.97 FEET; THENCE S.79°34'25"E., A DISTANCE OF 895.44 FEET; THENCE S.23°34'17"W., A DISTANCE OF 554.99 FEET; THENCE S.67°20'31"E., A DISTANCE OF 350.01 FEET; THENCE N.23°23'42"E., A DISTANCE OF 193.02 FEET; THENCE S.75°25'39"E., A DISTANCE OF 971.64 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19 THE FOLLOWING FOUR (4) COURSES: 1.) S.23°35'12"W., A DISTANCE OF 1,221.63 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.66°25'33"W., A RADIAL DISTANCE OF 5,629.58 FEET; 2.) SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 16°19'52", A DISTANCE OF 1,604.61 FEET; 3.) S.40°02'29"W., A DISTANCE OF 495.36 FEET TO THE POINT OF INTERSECTION THE NORTHERLY LINE OF SCI FUNERAL SERVICES, INC. PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3542, PAGE 1780 RECORDED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG SAID NORTHERLY LINE OF SCI FUNERAL SERVICES, INC. PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: 1.) N.50°03'32"W., A DISTANCE OF 584.79 FEET; 2.) N.89°55'45"W., A DISTANCE OF 130.27 FEET; 3.) N.34°42'55"W., A DISTANCE OF 240.61 FEET; 4.) NORTH, A DISTANCE OF 350.16 FEET; 5.) N.45°06'20"W., A DISTANCE OF 352.82 FEET; 6.) N.30°02'15"W., A DISTANCE OF 260.14 FEET; 7.) N.09°01'26"W., A DISTANCE OF 111.75 FEET; 8.) N.45°37'49"E., A DISTANCE OF 180.22 FEET; 9.) N.22°44'18"E., A DISTANCE OF 150.39 FEET; 10.) N.26°04'38"W., A DISTANCE OF 159.72 FEET; 11.) N.20°52'00"W., A DISTANCE OF 566.16 FEET; 12.) N.69°54'34"W., A DISTANCE OF 775.13 FEET; 13.) S.09°24'10"E., A DISTANCE OF 628.37 FEET; 14.) S.19°25'50"E., A DISTANCE OF 699.37 FEET; 15.) S.00°24'43"W., A DISTANCE OF 1,355.01 FEET; 16.) N.89°27'34"W., A DISTANCE OF 119.00 FEET; 17.) S.00°37'09"W., A DISTANCE OF 187.67 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF EMERALD BEACH UNIT ONE AS RECORDED IN PLAT BOOK 7, PAGES 88 AND 89 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID EMERALD BEACH UNIT ONE, RESPECTIVELY THE FOLLOWING SIX (6) COURSES: 1.) N.89°52'25"W., A DISTANCE OF 543.02 FEET; 2.) S.00°04'57"W., A DISTANCE OF 140.00 FEET; 3.) N.89°38'32"W., A DISTANCE OF 62.79 FEET; 4.) S.00°08'52"W., A DISTANCE OF 50.20 FEET; 5.) N.89°42'54"W., A DISTANCE OF 80.00 FEET; 6.) S.00°14'32"W., A DISTANCE OF 684.35 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF 2ND REPLAT OF SCHEER COMMERCE CENTER PHASE I AS RECORDED IN PLAT BOOK 27, PAGES 40 THROUGH 42 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID SCHEER COMMERCE CENTER PHASE I, RESPECTIVELY THE FOLLOWING ELEVEN (11) COURSES: 1.) S.74°24'01"W., A DISTANCE OF 118.99 FEET; 2.) S.73°32'49"W., A DISTANCE OF 263.91 FEET; 3.) S.08°31'00"E., A DISTANCE OF 15.15 FEET; 4.) S.73°32'49"W., A DISTANCE OF 10.92 FEET; 5.) S.82°23'50"W., A DISTANCE OF 341.28 FEET; 6.) S.00°10'31"W., A DISTANCE OF 1,056.52 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.89°47'27"E., A

RADIAL DISTANCE OF 149.89 FEET; 7.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 50°15'57", A DISTANCE OF 131.50 FEET; 8.) S.50°05'02"E., A DISTANCE OF 271.20 FEET; 9.) S.39°58'28"W., A DISTANCE OF 444.63 FEET; 10.) S.49°55'57"E., A DISTANCE OF 150.57 FEET; 11.) N.39°52'37"E., A DISTANCE OF 719.83 FEET, S.49°54'15"E., A DISTANCE OF 446.01 FEET TO THE AFORESAID POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, S.39°55'34"W., A DISTANCE OF 1,477.89 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, N.50°04'26"W., A DISTANCE OF 450.00 FEET; THENCE N.40°35'17"E., A DISTANCE OF 345.78 FEET; THENCE N.00°14'22"E., A DISTANCE OF 169.72 FEET; THENCE N.89°16'50"W., A DISTANCE OF 80.00 FEET; THENCE N.00°35'17"E., A DISTANCE OF 325.00 FEET; THENCE N.89°06'11"W., A DISTANCE OF 1,248.55 FEET; THENCE N.00°01'57"E., A DISTANCE OF 434.13 FEET TO THE NORTHEAST CORNER OF SEA PINES UNIT FOUR AS RECORDED IN PLAT BOOK 9, PG 132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SEA PINES UNIT FOUR, AND ALONG A WITHLACOOCHEE RIVER ELECTRIC CORPORATION PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 0791, PAGE 0058 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, N.89°32'53"W., A DISTANCE OF 1,722.36 FEET; THENCE N.89°35'40"W., A DISTANCE OF 329.97 FEET TO AFORESAID POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), N.31°53'41"E., A DISTANCE OF 2,595.06 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT THE FOLLOWING:**

COMMENCING AT A POINT A 4"X 4" LIGHTER WOOD POST MARKING THE NORTHWEST CORNER OF SAID SECTION 14, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN S.89°25'33"E. ALONG THE SOUTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 2708.33 FEET; THENCE RUN S.89°25'34"E. ALONG THE SOUTH LINE OF SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 600.16 FEET; TO THE POINT OF BEGINNING; THENCE N.31°52'13"E., A DISTANCE OF 1,261.42 FEET; THENCE N.16°26'07"E., A DISTANCE OF 172.39 FEET; THENCE S.46°51'26"E., A DISTANCE OF 159.35 FEET; THENCE S.38°03'50"E., A DISTANCE OF 237.99 FEET; THENCE S.31°53'41"W., A DISTANCE OF 1,112.05 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF SECTION 11; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 55.19 FEET; THENCE S.58°06'19"E., A DISTANCE OF 327.96 FEET; THENCE S.31°53'41"W., A DISTANCE OF 180.61 FEET; THENCE S.33°12'16"E., A DISTANCE OF 239.60 FEET; THENCE SOUTH, A DISTANCE OF 275.41 FEET; THENCE S.45°44'27"E., A DISTANCE OF 213.42 FEET; THENCE S.47°44'35"E., A DISTANCE OF 332.91 FEET; THENCE S.08°59'31"E., A DISTANCE OF 124.42 FEET; THENCE S.11°18'58"E., A DISTANCE OF 50.25 FEET; THENCE S.67°57'08"E., A DISTANCE OF 412.00 FEET; THENCE N.67°33'18"E., A DISTANCE OF 252.78 FEET; THENCE S.77°23'53"E., A DISTANCE OF 365.66 FEET; TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION SAID SECTION 13; THENCE CONTINUE S.77°23'53"E , A DISTANCE OF 8.99 FEET; THENCE S.00°16'54"E., A DISTANCE OF 153.88 FEET; THENCE N.77°23'53"W., A DISTANCE OF 10.42 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 13; THENCE CONTINUE N.77°23'53"W , A DISTANCE OF 351.17 FEET; THENCE S.67°33'18"W., A DISTANCE OF 266.77 FEET; THENCE N.67°57'08"W., A DISTANCE OF 554.19 FEET; THENCE N.11°18'58"W., A DISTANCE OF 134.13 FEET; THENCE N.08°59'31"W., A DISTANCE OF 74.71 FEET; THENCE N.47°44'35"W., A DISTANCE OF 282.78 FEET; THENCE N.45°44'27"W., A DISTANCE OF 279.32 FEET; THENCE NORTH, A DISTANCE OF 293.96 FEET; THENCE N.33°12'16"W., A DISTANCE OF 165.10 FEET; THENCE N.78°12'48"W., A DISTANCE OF 253.43 FEET; THENCE S.49°30'49"W., A DISTANCE OF 260.41 FEET; THENCE S.31°53'41"W., A DISTANCE OF 199.93 FEET; THENCE N.58°03'14"W., A DISTANCE OF 111.49 FEET; THENCE S.31°51'43"W., A DISTANCE OF 100.00 FEET; THENCE N.58°08'17"W., A DISTANCE OF 338.90 FEET; THENCE N.31°57'43"E., A DISTANCE OF 100.18 FEET; THENCE S.58°07'29"E., A DISTANCE OF 142.15 FEET; THENCE N.31°52'10"E., A DISTANCE OF 200.00 FEET; THENCE N.31°52'13"E., A DISTANCE OF 516.63 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 650.32 ACRES MORE OR LESS

**ADD TO PARCEL 2**

A PORTION OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE RUN N 00° 49' 12" EAST, 1644.48 FEET ALONG THE WEST BOUNDARY LINE OF SAID SECTION 12; THENCE N 29° 44' 27" EAST, 2951.44 FEET TO THE POINT OF BEGINNING; THENCE RUN N 50° 35' 00" WEST, 715.00 FEET; THENCE N 39° 25' 00" EAST, 831.10 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 595; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1804.28 FEET ALONG THE ARC OF A 2964.83 FOOT RADIUS CURVE CONCAVE TO THE LEFT, SUBTENDED BY A CHORD DISTANCE OF 1776.57 FEET WHICH BEARS S 62° 03' 51.5" EAST; THENCE S 79° 29' 54" EAST, 1404.75 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S 23° 36' 06" WEST, 1293.01 FEET; THENCE N 67° 22' 10" WEST, 350.05 FEET; THENCE N 23° 36' 06" EAST, 555.24 FEET; THENCE N 79° 29' 54" WEST, 895.30 FEET; THENCE 424.99 FEET ALONG THE ARC OF A 3609.83 FOOT RADIUS CURVE CONCAVED TO THE RIGHT, SUBTENDED BY A CHORD DISTANCE OF 424.75 FEET WHICH BEARS N 76° 07' 32" WEST; THENCE S 32° 00' 00" WEST, 306.45 FEET; THENCE N 67° 22' 10" WEST, 101.35 FEET; THENCE S 32° 00' 00" WEST, 170.00 FEET; THENCE N 67° 22' 10" WEST, 383.81 FEET; THENCE N 32° 55' 28" WEST, 578.95 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 64.980 ACRES MORE OR LESS

**ADD TO PARCEL 2**

A PORTION OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE RUN N 00° 49' 12" EAST, 1644.48 FEET ALONG THE WEST BOUNDARY LINE OF SAID SECTION 12; THENCE N 29° 44' 27" EAST, 2790.47 FEET; THENCE S 67° 22' 10" EAST, 2695.87 FEET; THENCE N 23° 36' 06" EAST, 193.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 23° 36' 06" EAST, 1100.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 595 AS NOW ESTABLISHED; THENCE S 79° 29' 54" E, 985.11 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 19 (STATE ROAD NO. 55) AS NOW ESTABLISHED; THENCE S 23° 36' 06" WEST, 1170.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE N 75° 28' 29" WEST, 971.64 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 24.980 ACRES MORE OR LESS

**ADD TO PARCEL 2**

A PORTION OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS:  
COMMENCE AT THE SOUTHEAST CORNER OF THE SW ¼ OF SAID SECTION 14; THENCE RUN ALONG THE EAST LINE OF THE WEST ½ OF SAID SECTION 14, NORTH 0°05'02" WEST, A DISTANCE OF 1,417.42 FEET; THENCE SOUTH 89° EAST, A DISTANCE OF 62.55 FEET; THENCE NORTH 0°03'14" EAST, A DISTANCE OF 50 FEET; THENCE NORTH 89°35'46" WEST, A DISTANCE OF 154.91 FEET; THENCE SOUTH 51°39'37" WEST, A DISTANCE OF 72.67 FEET; THENCE A DISTANCE OF 492.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 590.96 FEET AND A CHORD OF 478.42 FEET WHICH BEARS NORTH 65° WEST; THENCE NORTH 89°36'01" WEST, A DISTANCE OF 14.06 FEET; THENCE SOUTH 0°23'59" WEST, A DISTANCE OF 15 FEET; THENCE NORTH 89°36'01" WEST, A DISTANCE OF 600 FEET; THENCE NORTH 58°06'46" WEST, A DISTANCE OF 315.68 FEET; THENCE NORTH 31°52'14" EAST, A DISTANCE OF 940.45 FEET FOR A POINT OF BEGINNING;

THENCE NORTH 89°35'46" WEST, A DISTANCE OF 38.69 FEET TO THE CENTERLINE OF SAID OLD DIXIE HIGHWAY, NORTH 31°53'14" EAST, A DISTANCE OF 586.31 FEET; THENCE SOUTH 89°35'46" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 0°24'14" WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 89°35'46" WEST, A DISTANCE OF 597.50 FEET TO THE POINT OF BEGINNING; THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN 33 FEET OF THE CENTERLINE OF OLD DIXIE HIGHWAY BEING SUBJECT TO PUBLIC ROAD RIGHT OF WAY.

(CONTAINING 5.545 ACRES MORE OR LESS MEASURED TO THE CENTERLINE OF OLD DIXIE HIGHWAY)

#### **HUNT PARCEL**

THAT PART OF THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THAT PORTION OF THE EAST 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST. PASCO COUNTY FLORIDA, LYING EAST AND SOUTH OF OLD ROAD 15 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 11, RUN NORTH 87 DEG. 12'11" WEST, 1998.16 FEET TO THE CENTERLINE OF OLD ROAD 15; THENCE NORTH 31 DEG. 51'30" EAST ALONG SAID CENTERLINE 1160.74 FEET TO A POINT; AND CONTINUING ALONG SAID CENTERLINE NORTH 16 DEG. 25'51" EAST 345.71 FEET FOR A POINT-OF-BEGINNING: CONTINUE THENCE NORTH 16 DEG. 25'51" EAST, 253.20 FEET M.O.L. TO THE SOUTH BOUNDARY OF THE NORTH 30 ACRES OF THE SOUTH 80 ACRES OF THE EAST 1/4 OF SAID SECTION 11; THENCE SOUTH 89 DEG. 23'05" EAST, 1236.41 FEET TO THE EAST BOUNDARY OF SAID SECTION 11; THENCE SOUTH 00 DEG. 49'12" WEST 293.10 FEET M.O.L.; THENCE NORTH 87 DEG. 12'11" WEST, 1306.17 FEET TO THE POINT-OF-BEGINNING, LESS RIGHT-OF -WAY.

IN TOTAL CONTAINING 7.85 ACRES, MORE OR LESS.

## EXHIBIT D

### Developer's Commitments

**SECTION III - DEVELOPER COMMITMENTS**  
**DRI #267 - SUNWEST HARBOURTOWNE**  
**PASCO COUNTY**

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), Third Sufficiency Response (SR3) and/or Fourth Sufficiency Response (SR4):

**GENERAL**

1. *Marina operations including boat storage, maintenance and other similar type operations will be separated and buffered from the "Village" area. (SR2/Page 2)*
2. *The (Land Use Equivalency) Matrix evaluates transportation impacts only. It is anticipated that the Development order language describing the process for approval of a land use exchange will include a requirement to analyze the utility impacts in addition to the transportation impacts for all exchanges. (SR2/Page 38)*
3. *Sunwest Harbourtowne will be built in one phase - 2009 to 2018. (SR3/Page 10.6)*
4. *In no case shall the total residential units exceed 2,500 total units. Further, the only exchanges allowed for residential are between residential unit types (SFD to SFA/TH/Condo and vice versa), so if one is increased, the other one is decreased. (SR3/Page 21.12)*

**VEGETATION AND WILDLIFE**

1. *... the applicant... will adopt the Manatee Protection Plan currently being developed for the Pasco County Sunwest Park to the south. This Plan provides for the following measures: 1) marking navigational channels in unmarked or poorly marked waterways; 2) designation of slow or idle speed zones in appropriate areas; 3) installation of manatee educational displays; 4) circulation of educational pamphlets to park users; and 5) enforcement of speed zones by law enforcement (ADA/Pages 12.16 & 12.24). [Applicant clarification: The applicant will comply with the Manatee Protection Plan... The Plan will provide...]*
2. *Protection measures for the scrub-jay will include preservation of habitat, protection against domestic pets, discontinued use of pesticides, and protection of nesting sites from human interference and destruction (ADA/Page 12.17). [Applicant clarification: No longer applicable due to removal of the project area where scrub jays were observed, as identified in SR3. Lands to be conveyed to the SWFWMD].*
3. *A combination of on-site preservation and off-site relocation will be utilized to protect the population of gopher tortoises and their commensal species. All gopher tortoises and commensal species outside the preservation area will be relocated to an approved off-site preserve. All appropriate final surveys, permitting, and approvals from USFWS and FFWCC will be received prior to the initiation of construction activities. (ADA/Page 12.24)*

4. *All state and regionally significant rare listed plant species populations documented onsite will be avoided or mitigation shall be provided. (ADA/Page 12.25)*
5. *The Applicant will adhere to all requirements in the recently released Eagle habitat protection guidelines of September 2007 issued by USFWS regarding encroachments within the Protection Zones. (SR1/Page 3)*
6. *No impacts to any natural marine, estuarine, or intertidal habitats are proposed. (SR1/Page 10)*
7. *No hardening of unaltered shorelines or other structural lining of natural waterways or shorelines has been proposed. (SR1/Page 11)*
8. *The conservation of large tracts of regionally significant coastal systems will be utilized to maintain the native plant communities... Emphasis will be placed on large areas of biologically diverse habitat that can be managed in perpetuity (SR1/Page 12).[Applicant clarification: Regionally significant coastal systems have been removed from the DRI boundaries, as identified in SR3. Lands to be conveyed to the SWFWMD]*
9. *As part of construction phase permitting, informational signage will be included, where required, that informs residents and visitors of known listed species within the project area and their natural habitat requirements. This signage will be displayed in public areas available for viewing by both residents and visitors and will be incorporated into any conservation easement language associated with regionally-significant natural resource areas. (SR1/Page 14)*
10. *A public education program, to limit over-use or improper application of fertilizers and pesticides within the Sunwest Harbourtowne development will be part of the program to be implemented. The Wildlife Management Plan will be prepared and finalized during the design and permitting phases of the development process. (SR1/Page 21)*
11. *No residential construction is proposed within the primary or secondary zones of the existing eagles' nest at this time... The final development footprint for Sunwest Harbourtowne will include a 660 foot diameter buffer around the eagles' nest and will comply with recent Eagle Habitat Protection Guidelines regarding encroachment within the Protection Zones issued by USFWS in September 2007. (SR1/Page 117)*
12. *An educational program will be developed for wildlife conservation to provide information to the residents and business owners. The Harbourtowne's preservation of ecologically sensitive lands and its sustainable design will be highlighted in informational materials. (SR2/Page 6)*
13. *The Applicant proposes to install informational signs documenting "listed species, their habitats, and their value to natural systems and man." The informational signage will also highlight the preservation of natural areas proposed by the Applicant that will benefit listed species. The Applicant will provide and maintain the informational signage until the Applicant is no longer in control of the property... Provisions will be made in the homeowners association documents, or*

*other legal entity as determined by the Sunwest developers, to transfer the responsibility from the Applicant to the homeowners association at the time of transfer of project ownership. (SR2/Page 8)*

14. *It is the intent of the Applicant to further utilize avoidance, followed by minimization, during the final site plan design, engineering, and permitting process to preclude impacts to listed plant species. (SR2/Page 11)*
15. *During the design and permitting phase of the project, a water balance analysis will be performed. The analysis will include a water budget for the various needs and will consider the geohydrology of the site and the stormwater contribution. The goal will be to strike a water balance so that the water budgets will be met and there will be no impact to the Florida aquifer. (SR2/Page 13)*
16. *Planned preservation areas and a proposed wildlife habitat corridor for the Harbourtowne Development will accommodate the black bear (SR2/Page 70). [Applicant clarification: Pursuant to the FFWCC letter dated November 19, 2008, black bear management will be focused north of Aripeka Road, and the wildlife corridor through the project will not be designed to accommodate large mammals.]*
17. *The Harbourtowne Development does not propose impacts to the near shore marine environment. (SR2/Page 71)*
18. *Any Gopher Frog(s) “identified during gopher tortoise relocation activities will be relocated to the gopher tortoise mitigation site” (SR2/Page 74) as well as the Eastern indigo snake (SR3/Page 12.4).*
19. *No construction activities are proposed within the (eagles’) nest buffer. The areas depicted on Map H as Residential will remain undisturbed and be utilized as open space (SR2/Page 97). [Applicant clarification: ... until such time as restrictions are no longer required.]*
20. *No construction activities are proposed within 660 feet of the (eagle) nest, therefore no consultation, monitoring plan, or FFWCC Eagle Permit are required. The Applicant would be amenable to the aforementioned statement being a condition of any development order issued. (SR2/Page 97)*
21. *The Applicant concurs that species-specific nesting surveys should be completed in the nesting season immediately preceding all clearing and construction activities for each potentially affected listed species... The Applicant will ensure that species-specific surveys will follow established survey protocols and guidelines where applicable. The surveys conducted prior to clearing or construction will ensure that development will not negatively impact vital nesting, foraging, and isolated breeding habitat for multiple protected wildlife species and/or sever habitat connectivity within a regionally significant coastal wildlife corridor. (SR2/Page 109)*
22. *The Applicant has decided to relocate any tortoises to be impacted to an off-site recipient area similar in vegetation and soil composition to the parent tract. The recipient site will be determined and permitted through FFWCC during the ERP permitting phase of the Harbourtowne development. (SR2/Page 111)*

23. *The Applicant... is developing a wildlife corridor plan which will provide access through the central core of the future development. The plan clearly identifies critical wildlife crossing points, makes recommendations for crossing types and designs, and includes expanded landscape buffers to be included with the wildlife corridor (SR2/Page 112). [Applicant clarification: The plan will clearly identify critical...]*
24. *Additional small mammal, reptile, and amphibian crossings (small culvert based structures) will be included with the final construction plan designs as they are tied to roadway section design. (SR2/Page 112)*
25. *Mitigation for impacts to state and federally listed wildlife and plant resources (if applicable) “will include on-site preservation, purchasing credits for off-site mitigation banks and on-site mitigation (i.e. wetland enhancement, preservation or creation).” (SR3/Page 12.3)*
26. *It is anticipated an overall project wide Habitat Management Plan will be developed to address the specifics of the wildlife corridor and address all other wildlife issues. The draft plan will be completed at the design phase, which will maximize the specificity of the plan. A development order condition will be included to require that the plan be submitted for agency review and approval prior to commencement of development. (SR3/Pages 12.8 & 13.3)*
27. *The Habitat Management Plan will incorporate the recommendations detailed in the correspondence from FFWCC provided in this sufficiency response. (SR3/Page 12.8)*
28. *The applicant or its assigns will encourage prospective golf course developers to pursue a voluntary Audubon certification or an equivalent standard. (SR3/Page 12.10)*
29. *There will be no hardening of the shoreline. (SR3/Page 16.1)*

#### **WETLANDS**

1. *The project will preserve all regionally significant natural resources identified on the site. (ADA/Pages 10.16 and SR3/Page 10.13)*
2. *Site-specific hydroperiods and seasonal water elevations for each individual wetland within the limits of the proposed development will be established and further defined during the engineering and planning portion of design. (ADA/Page 13.5)*
3. *The following measures will be utilized to minimize impacts on wetlands: (ADA/Pages 13.6-13.7)*
  - *Wetland setbacks (upland buffers) will be established to comply with Pasco County and State regulatory standards to encompass the periphery of each wetland that is proposed for conservation.*
  - *Construction best management practices (BMPs) shall be utilized to minimize negative impacts of erosion and sedimentation within wetlands and aquatic habitats.*
  - *The existing interior haul road network will be used and expanded to limit the creation of additional road crossings through wetlands.*

- *A Stormwater Pollution Prevention Plan will be completed pursuant to National Pollutant Discharge Elimination System requirements to ensure that stormwater and pollution control BMPs are well designed and properly employed.*
  - *Compliance with SWFWMD requirements will ensure that stormwater runoff and groundwater hydrology will be well managed so that preserved wetlands will continue to support existing ecological functions.*
  - *The majority of all wetlands that are proposed for conservation will be perpetually managed through a conservation easement that will be dedicated to the SWFWMD.*
4. *Specific measures such as placement of screens or hay bales will be identified and included as notes on construction plans that are submitted for each development area. (ADA/Page 13.8)*
  5. *There are 23.5 acres of uplands currently identified for mitigation in the form of wetland creation. This mitigation will include removing Brazilian pepper along an existing berm, regrading the berm to match natural grades, and replanting within the creation area with desirable upland and/or wetland vegetation. A final mitigation plan will be prepared and submitted to the SWFWMD during the environmental resource permitting (ERP) process. (ADA/Pages 13.8-13.9)*
  6. *Dredging associated with development of Sunwest Harbortowne will be limited to areas already disturbed by past mining activities and conducted via dragline under the existing mine permits. The proposed dredging will not impact regionally significant natural resources. (SR1/Page 9)*
  7. *Wetland buffers are proposed to aid in reducing secondary impacts to those wetlands as well as protecting their value and function. (SR1/Page 12)*
  8. *The target species for removal will include those species identified in the Florida Exotic Plant Council Invasive Plant and Noxious Weed Lists (2007). (SR1/Page 12)*
  9. *The Applicant concurs with the recommendation that all acreage identified as Wetlands/Conservation on Map H be designated as Conservation and be afforded protection through the implementation of conservation easements. (SR1/Page 75)*
  10. *The springs are already protected from development because they are located within wetland preservation areas. All wetlands within the central core of the development will be preserved and are part of the proposed wildlife corridor. A conservation easement or similar resource protection mechanism will be provided at the time of acquisition of site development and environmental resources permits. (SR2/Pages 57-58 & 110)*
  11. *The applicant has committed to reclamation of all previously mined areas and the reclamation will include planted littoral zones within reclaimed mine ponds. (SR3/Page 13.2)*
  12. *The applicant will provide a natural buffer between the lot line and areas on the lot that will be graded or improved. Within the buffer, native plants will remain in place undisturbed. There will be no seawalls or structural elements between the homes and the marsh area. (SR3/Page 16.1)*

## WATER QUALITY

1. *A water quality monitoring program which details appropriate parameters and methodologies will be developed pursuant to the requirements of the SWFWMD during the Environmental Resource Permit process. (ADA/Pages 14.2-14.3)*
2. *A Stormwater Pollution Prevention Plan will be completed pursuant to National Pollutant Discharge Elimination System requirements to ensure that stormwater and pollution control Construction Best Management Practices (BMPs) are well designed and properly employed during construction activities. Construction BMPs will be utilized to minimize negative impacts of erosion and sedimentation within wetlands and aquatic habitats. (ADA/Page 14.3)*
3. *The use of Low Impact Development techniques in site design to store, infiltrate, and evaporate stormwater runoff on the site will also be utilized to further reduce and improve the efficiency of water use at the site. (SR1/Pages 10 & 112)*
4. *The requirements for a ground water monitoring plan and surface water monitoring plan which includes the parameters stipulated above will be developed in conjunction with the ERP permit process and construction permitting. (SR1/Page 99)*
5. *An Integrated Pest Management Plan will be required by DRI Development Order Conditions. The Plan will describe detailed requirements and will be distributed to developers and homeowners within the development. (SR1/Page 109)*
6. *An educational program will be developed to provide information to residents, guests and business owners regarding non-point source pollution. (SR2/Page 6)*
7. *Development order conditions will be included to require that the golf course be designed in accordance with FDEP's 'Florida Green Industries Best Management Practices for Golf Courses' or equivalent criteria and standards, and requiring that an Environmental Management Plan and an Integrated Pest Management Plan be submitted for review and approval to appropriate agencies. (SR2/Page 10)*
8. *The applicant proposes to interconnect eight of the existing lakes through a canal network to the large "Featured Lake" located west of Old Dixie Highway. There are several natural springs on site that will be protected and used as site amenities. (SR3/Page 10.4)*
9. *Use of fertilizers will be minimized through preparation of landscape plans which will include an analysis of the soil to determine the specific amounts and types of fertilizer necessary to support the proposed landscape materials. Common areas will be maintained by a professional landscaping service with knowledge of proper fertilization methods. The Master Developer will provide information to home owners associations to provide guidance to homeowners in their maintenance and care of their lawns and landscaped areas. (SR3/Page 14.1)*

## SOILS

1. *... subsurface investigations will be undertaken prior to development to determine site-specific conditions in proposed construction areas. The site's overall karst condition will also be appropriately addressed in subsequent detailed planning and engineering design of proposed uses and structures. (ADA/Page 15.7)*
2. *Roadway cuts will be limited such that a minimum of 18 inches of existing sandy soil remains above any shallow clayey deposits. Provided that the bottom of the roadway and parking lot pavement base is not less than 18 inches above the seasonal high water table, a flexible conventional pavement section should provide adequate support for the anticipated traffic loading. (ADA/Page 15.7)*
3. *Appropriate erosion control measures will be used for construction activity. Clearing of existing vegetative cover will be limited to the immediate construction site and will occur just prior to development in order to limit exposure of soils to wind and rain. Water erosion will be controlled by planned and effective placement of silt screens, hay bales, mulch and sod prior to site clearing and grading, as well as during and after construction. Disturbed areas will be stabilized with appropriate vegetation. (ADA/Page 15.8)*
4. *Where needed, suitable fill material consisting of inorganic soils or clays will be obtained from the excavation of stormwater facilities throughout the site. Overburden or spoil generated as a result of construction will be used in appropriate areas of the site. (ADA/Page 15.8)*
5. *Currently, there are no proposed impacts to natural springs or their immediate associated spring-sheds. These locations fall within areas proposed for conservation easements. (SR1/Page 7)*
6. *A geotechnical investigation will be conducted at the site, which will include a foundation analysis. Soil borings will be drilled on a minimum of 1,000 foot centers in construction areas and the soil boring logs will be interpreted by a qualified geotechnical engineer or geologist. Any karst features will be identified from the soil boring analysis and recommendations will be made regarding proposed construction in possible karst areas. (SR2/Page 57)*

## FLOODPLAINS

1. *Flood plain areas lost due to development will be compensated for by creating new flood storage areas as part of the drainage and grading plan. When this occurs in the permitting and design phase, any potential loss of flood plain will be offset by newly created storage areas resulting in a balance with no net loss of flood plain. (ADA/Page 16.1)*
2. *A Master Drainage Plan will be prepared for the project. This Plan will consider the pre-development conditions and model the proposed development conditions. (ADA/Page 16.2)*
3. *At this conceptual phase of project design, all proposed development is occurring above the mean high water line elevation and there are no direct impacts to any Class III Waters of the State. (SR2/Page 86)*

## WATER SUPPLY

1. *On-site wells will be used for golf course irrigation purposes until such time as the reclaimed water service is available to the property... The Sunwest Harbourtowne applicant or its assigns will be responsible for obtaining permits for water withdrawal to serve irrigation needs of the golf course and other properties as they develop... No wells for potable water use are planned. (ADA/Page 17.3)*
2. *The applicant is also committed to incorporating water-efficient strategies into its plan for common areas and landscape features of the development beyond the minimum requirements of local regulations. Such strategies would include use of natural vegetation and xeric landscaping in appropriate areas, zoned planting according to irrigation needs, and installation of irrigation systems that enable watering according to needs of each area as a supplement to rainfall. (ADA/Page 17.5)*
3. *The Applicant will also employ or encourage use of irrigation systems with moisture sensors that can reduce unnecessary watering so as to conserve water as well as energy costs for pumping. (SR1/Page 10)*
4. *The Applicant will agree to include a condition which reflects Policy 4.29 in the SRPP in the DRI Development Order. (SR1/Page 11)*
5. *(Golf) course development will not occur until there is assurance that its irrigation needs can be satisfied from permitted wells and/or other available sources. (SR1/Page 30)*
6. *The applicant acknowledges the procedures noted above regarding other wells that may be found during construction and commits to comply (i.e. "if wells are found during construction, these wells will need to be abandoned properly with a permit or permitted for use). (SR1/Page 110)*
7. *The Applicant is committed to incorporating such technologies (i.e. for water-conserving irrigation technologies such as irrigation time clocks, rainfall sensors, or soil moisture sensors). (SR1/Page 112)*
8. *The Applicant will disseminate "water wise" practices information to visitors, residents and businesses within the proposed development. (SR1/Page 112)*
9. *An educational program will be developed for water conservation to provide information to the residents, guests and business owners. (SR2/Page 6)*
10. *Sunwest Harbourtowne will use the lowest quality of water available for irrigation purposes. (SR3/Page 10.13)*

## WASTEWATER MANAGEMENT

1. *No industrial or other major use types that generate special wastes requiring pre-treatment are planned. (ADA/Page 18.2)*

2. *Septic tanks are not proposed for this project. (ADA/Page 18.2)*
3. *A development order condition can be included requiring the Master Utility Plan submittal prior to commencement of development. (SR4/Page 8)*

### **STORMWATER MANAGEMENT**

1. *The Master Stormwater Plan and its permitting with the County and the SWFWMD will be updated based on the final development plan and will include information available from the Hammock Creek Watershed Study... New information on discharge rates from off site, stage elevations and other data will be applied as appropriate to the modeling and calculations for the Master Drainage Plan for the project for the development program that is approved for the DRI. (ADA/Pages 19.3-19.4)*
2. *Privately owned (stormwater) systems will be inspected and maintained by the ownership entity. Publicly owned systems will be inspected and maintained by its ownership entity. (SR1/Page 11)*
3. *The development will not impact sand dunes and mangroves. In addition, all foundations will be anchored to resist flotation, collapse, and lateral movement due to wind and water loads. (SR1/Page 32)*
4. *... the stormwater system could be designed to have an emergency drawdown to the control elevations, if deemed necessary. (SR1/Page 33)*
5. *Additional geotechnical data will be gathered prior to the start of site construction and this information will be utilized to determine appropriate locations for all retention ponds. (SR1/Pages 33 & 110)*
6. *During the design phase, analyses will be performed for collection, treatment and attenuation of stormwater events. (SR1/Page 114)*
7. *The proposed Harbourtowne Development residential lots and maintained lawns will be channeled through pretreatment swales in conjunction with more conventional stormwater management systems to provide for an increased level of stormwater treatment. The lakes will additionally include expanded, extensively planted littoral shelves (up to 14 feet wide) to further promote nutrient uptake. (SR2/Page 12)*
8. *Stormwater runoff from developed areas into existing spring areas will be minimized. If additional springs and/or sinkholes (karst features) are discovered on the property, the following best management practices will be employed: (SR2/Page 107)*
  - *Inclusion of karst features into pervious open space areas.*
  - *Use of landscape design principles to incorporate features as aesthetic elements*
  - *Pretreatment of stormwater runoff, in accordance with applicable county and water management district regulations, prior to discharge to karst areas*
  - *Prohibit discharge of wastewater effluent to karst features.*
  - *Perimeter buffering around features to maintain natural features, edge vegetation, and structural protection.*

## SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

*FWC recommended that educational signage and brochures detailing the black bear should be incorporated into active and passive recreational facilities for use by residents and resort visitors of Sunwest Harbortowne. In addition, it was recommended that all permanent trash receptacles should also be "bear proof" and include locking enclosures. FWC-approved educational signage and brochures will also be made available to resort residents, guests and visitors (SR1/Page 20). The Applicant will adopt the FFWCC's recommendation to develop a wildlife-friendly, solid waste management program (SR2/Page 113).*

## TRANSPORTATION

- 1. The Applicant will request abandonment of portions of the existing alignment of Old Dixie Highway that fall within the DRI boundary. It is proposed by the Applicant that an alternative north/south collector road be constructed as shown conceptually on revised Map H. This new roadway will provide for a continuation of existing north-south travel and support the County's roadway network... If the abandonment were not to be approved by the County, the internal road network would be revised. (SR1/Page 5)*
- 2. The Applicant will work with the appropriate agencies during DRI negotiations to determine potential mitigation for these (Hernando County) impacts. (SR2/Page 8)*
- 3. A new internal roadway network will be developed to serve Sunwest and also provide access to the future County Park that will be developed on property adjacent to Sunwest. The main park access roadway from U.S. 19 will also provide access to the Mike Sugar Subdivision, whose residents currently utilize an existing mine road for subdivision access. (SR3/Pages 10.1-10.2)*

## AIR QUALITY

*The project will reduce fugitive dust emissions by using such measures as clearing and grading only areas immediately being prepared for construction; re-vegetating immediately after construction; watering unpaved construction road/sites; and adding agents to unpaved construction road/sites and similar areas of vehicular use to retard erosion. (SR3/Page 10.14)*

## HURRICANE PREPAREDNESS

- 1. The Applicant will work with Pasco County to determine appropriate (hurricane) mitigation. While alternative mitigation measures could be accepted by Pasco County, the project mitigation fee of \$662,145.00 has previously been determined by Pasco County staff [i.e. \$654,637.50/shelter mitigation + \$7,507.50/evacuation mitigation]. (SR1/Page 57)*
- 2. [Being located entirely within the Coastal High Hazard Area] the Project does not require and will not request the expenditure of public funds for infrastructure improvements in the area, nor does the project propose the construction of hospitals, nursing homes or similar institutions... As discussed in detail in the response to Question 23, the project's impacts to evacuation routes and shelter space will be analyzed and, if appropriate, mitigation will be identified. (SR3/Page 10.12)*

3. *The applicant is willing to include development order conditions requiring the “all hazards” plan and a fuel management and spill contingency plan as noted. (SR3/Page 23.1)*

**AFFORDABLE HOUSING**

*After consultation with TBRPC staff, the Applicant proposes the following cash mitigation payments to be payable to Pasco County at the time of Certificate of Occupancy: (SR2/Pages 27-28)*

USE	UNIT TYPE	RATE
Residential	Unit	\$100.00
Retail	Square Foot	\$ 0.35
Office	Square Foot	\$ 0.25
Golf	Hole	\$608.00
Marina	Slip	\$ 12.00
Hotel	Room	\$204.00

**POLICE & FIRE PROTECTION**

*Educational materials regarding continuing maintenance and methods to reduce fire risk will be provided to the residents along with other educational materials. (SR2/Page 7)*

**RECREATION AND OPEN SPACE**

1. *All open space and park facilities within the project limits, other than the property owned by the SWFWMD, will be maintained by the Developer or successors such as Homeowner’s Association(s) or Community Development District(s). (ADA/Page 26.2)*
2. *Assuming the DRI is approved, the provision of a multi-use trail corridor within Sunwest Harbourtowne will be provided for in conjunction with the proposed north/south roadway as shown on the revised Map H. This requirement can be made a condition of the DRI Development Order or be assured by separate instrument with the County. (SR1/Page 55)*
3. *The owners of Sunwest have agreed to contribute \$3,000,000 to the County to be used for developing the park facilities and will use a portion of Sunwest property to meet all the stormwater needs associated with development of the County Park site. (SR3/Page 10.3)*
4. *An extensive golf cart network and multi-use trails are planned throughout the community connecting residential areas to the various on-site amenities. (SR3/Page 10.4)*

5. *The required 25% open space acreage will be maintained regardless of whether or not a golf course is constructed. A Development Order condition requiring demonstration of adequate open space for conversion of the golf course is appropriate as noted. (SR3/Page 21.4)*

#### **ENERGY**

1. *Xeriscape landscaping will be recommended wherever possible to reduce irrigation and energy needs by relying on plants most suitable to the climate and conditions of west central Florida. (ADA/Page 29.2)*
2. *A 5 +/- acre commercial site is proposed just north of the private cemetery entrance on U.S. 19. This site by prior agreement with Withlacoochee Power Corporation will include a utilities substation that will be moved from its current location along Old Dixie Highway. (SR3/Page 10.3)*

#### **HISTORICAL AND ARCHAEOLOGICAL**

1. *The Applicant will work with the Division of Historical Resources to determine what level of protection is warranted and will work with the department to minimize or mitigate impacts to the sites and to provide the necessary level of protection. (ADA/Page 30.2)*
2. *It is acknowledged that their [Division of Historical Resources] evaluation and recommendations need to be included in the Council's Final Report and the applicant will work with DHR to incorporate their requests into development order conditions. (SR4/Page 4)*

#### **PORTS AND MARINAS**

1. *One boat lift area is proposed to allow the Harbourtowne residents to access the adjoining channel through Fillman Bayou to the Gulf of Mexico... No boat launch ramp or trailer spaces are proposed. (ADA/Pages 37.4-37.5)*
2. *The domestic waste disposal needs of boats will be handled through sewage pump outs and waste dump receptacles. (ADA/Page 37.6)*
3. *The applicant intends to develop all boating facilities to conform to the Clean Marina Program; including Marina Environmental Measures and Best Management Practices. (ADA/Pages 37.6 & 37.8, SR1/Pages 15, 51, 96, 97 & 101)*
4. *A site specific Manatee Protection Plan (MPP) has been prepared for the adjoining Pasco County Sunwest Park. This Plan will also be adopted by Sunwest Harbourtowne... This proposed MPP addresses four components critical to the protection and management of the manatee in the tidal waters of Fillman Bayou including 1) construction best management practices while the park and channel dredging is under construction; 2) restricted speed zones; 3) public education; and 4) enforcement. (ADA/Pages 37.6-37.7)*

5. In addition to the enforcement of “Slow Speed/Minimum Wake” zones by appropriate governmental law enforcement agencies, *aids to navigation (e.g. red/green and square/triangle signs on pilings) will additionally be installed in the main entrance channel. In addition, regulatory manatee signs will be installed within the main entrance channel, along the canal, and along the perimeter of the regulated area. (ADA/Page 37.7)*
6. *The Applicant will develop a petroleum spill recovery plan and petroleum control & containment plan for its inland high and dry marina and marina village dockage in accordance with best management practices outlined in the FDEP’s Clean Marina Program (SR1/Page 14). The above noted plans will be provided to TBRPC for review as requested (SR2/Page 9).*
7. *The Sunwest Harbourtowne DRI does not rely on, nor does the DRI/ADA include, any proposed canal or channel improvements. Should the channel improvements not be permitted, the Sunwest Harbourtowne project would be redesigned to eliminate the boat lift. (SR1/Page 45)*
8. *The proposed marina will be entirely located within the upland cut freshwater basins (former mine lakes) which are not directly connected to marine waters occupied by the West Indian Manatee. (SR1/Page 52)*
9. *The Applicant will additionally provide public educational materials and signage at its boat launch points to inform the Sunwest Harbourtowne residents and guests of the restricted areas, manatee protection, “no-wake designation”, and penalties for infractions. (SR1/Page 76)*
10. *Boater information, including the location and nature of the channel (depth, width) and its associated marking will be displayed at the boat lift and at high and dry storage facility. The signage will also include information of Pasco County’s proposed 2,545 acre Fillman Bayou Resource Protection Area which provides for non-motorized vessel zone, anchoring restrictions, and seagrass protection zones. (SR2/Page 12)*
11. *The development proposed only one travel lift with a maximum of 45 launches per day to the Gulf access canal. (SR2/Page 12)*
12. *Best management practices will be instituted in regards to pollution prevention including the following boating practices: (SR2/Page 93)*
  - *Limit engine operation at full throttle*
  - *Eliminate unnecessary idling*
  - *Avoid spilling gasoline*
  - *Use a gas container you can handle easily and hold securely*
  - *Pour slowly and smoothly*
  - *Use a funnel or a spout with an automatic stop device to prevent overfilling the gas tank*
  - *Close the vent on portable gas tanks when the engine is not in use or when the tank is stored*
  - *Transport and store gasoline out of direct sunlight in a cool, dry place*
  - *Carefully measure the proper amounts of gasoline and oil when refueling*
  - *Follow the manufacturer’s recommended maintenance schedule*
  - *Prepare engines properly for seasonal storage.*

13. *The marina itself will be full service and include 150 wet slips and 350 dry slips plus additional boat trailer and vehicle parking. A boat lift system located at the southern tip of the large feature lake adjacent to the existing saltwater boating channel will be used to transport vessels over land from fresh to salt water to allow for access to the Gulf. (SR3/Page 10.4)*
14. *As indicated throughout this document, the proposed marina will cause no degradation of water quality, hydrology, and marina life. (SR3/Page 10.14)*

## EXHIBIT E

### Land Use Equivalency Matrix

**SunWest Harbortowne DRI  
Land Use Equivalency/Exchange Matrix**

<b>Change To:</b>	SF Detached (du/du)	SF Attached/TH/Condos (du/du)	Hotel (rooms/du or ksf or slip or hole)	Retail (sf/du or slip or hole)	Office
<b>Change From:</b>					
SF Detached	N/A	2.71	1.48	156	642
SF Attached/TH/Condos	0.37	N/A	0.55	58	236
Hotel	N/A	N/A	N/A	N/A	N/A
Retail	N/A	N/A	9.5	N/A	411
Office	N/A	N/A	N/A	N/A	N/A
Boat Slips	N/A	N/A	0.30	31	128
Golf	N/A	N/A	4.25	447	1838

Exchange Example      Convert 100 SFD to Hotel      100\*1.48=      148      Hotel Rooms  
 Convert 300 SFA to Retail      300\*58=      17,270      Retail Square Feet

Trip Rates used in Exchange are based on PM peak two-way trip generation as shown below

Land Use	Units/Sq Ft	PM Peak Trips	Trip Rate
SF Detached	350	331	0.95
SF Attached/TH/Condos	2,150	744	0.35
Hotel	250	160	0.64
Retail	250,000	1519	6.08
Office	50,000	74	1.48
Boat Slips*	850	162	0.19
Golf Holes	18	49	2.72
<b>Total PM Peak Trips</b>		<b>3039</b>	

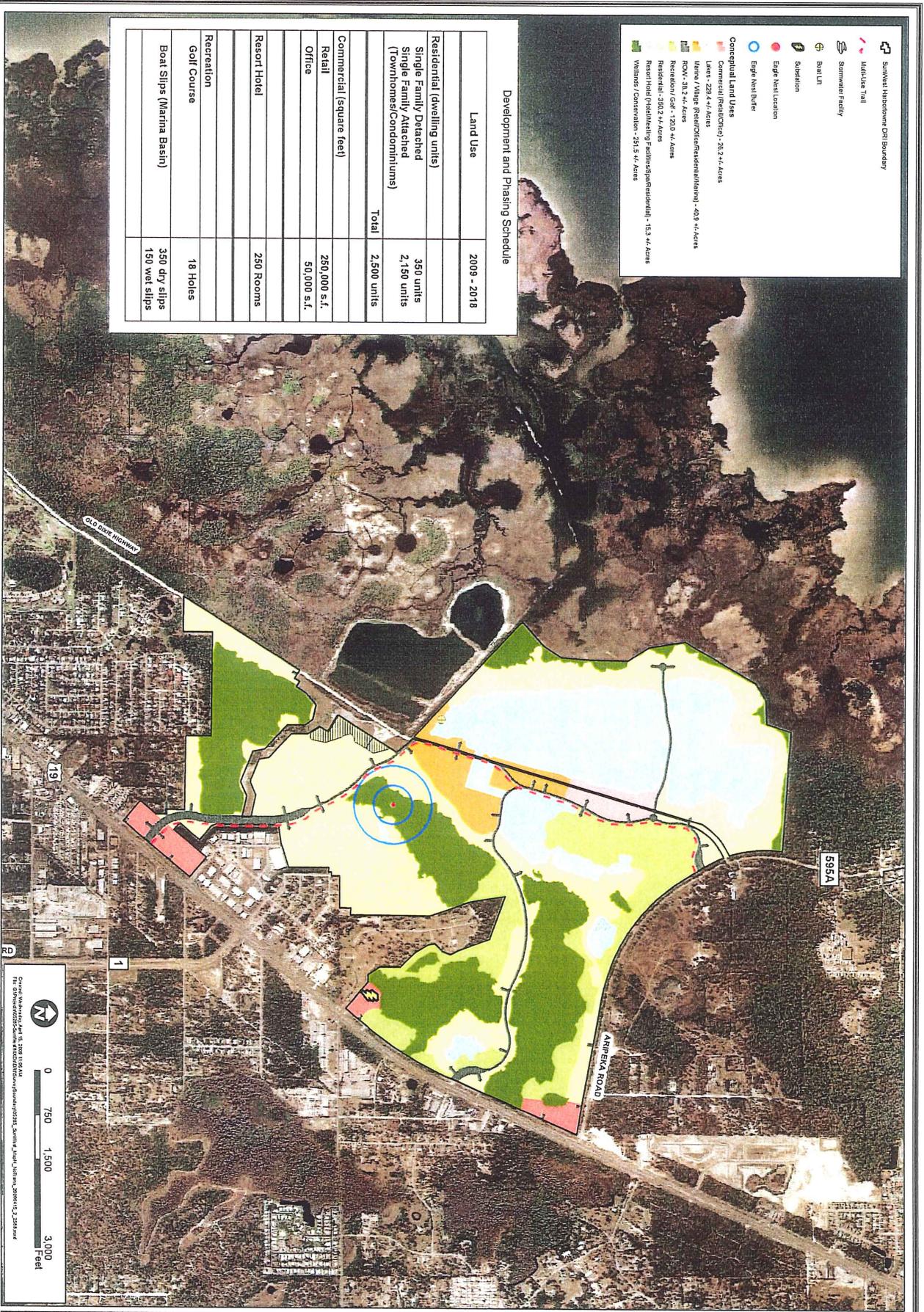
Land Use Exchanges are based on PM peak hour two-way trip generation. Use of this matrix shall be limited to the following minimums and maximums so that a mix of uses is maintained. Exchanges from hotel and office are not permitted (Minimum = Approved). Exchanges from non-residential to residential are not permitted. In no case shall the total residential units exceed 2,500 total units.

Land Use	Minimum	Approved	Maximum
SF Detached	0	350	400
SF Attached/TH/Condos	1,000	2,150	2,500
Hotel	250	250	1,000
Retail	50,000	250,000	275,000
Office	50,000	50,000	200,000
Boat Slips	50	500*	500
Golf Holes	0	18	18

\*The number of boat slips assumed in the traffic study was 850; however, due to environmental constraints, the project is restricted to 500.

## EXHIBIT F

Map H



- SunWest Harbour Towne DRI Boundary
  - Multiple Trail
  - Summer Facility
  - Boat Lift
  - Boat Lift
  - Substation
  - Edge West Location
  - Edge West Buffer
- Conceptual Land Uses**
- Commercial (Retail/Office) - 262 +/- Acres
  - Lakes - 229.4 +/- Acres
  - Marina / Village (Retail/Office/Residential/Amusement) - 40.9 +/- Acres
  - ROW - 38.2 +/- Acres
  - Recreation / Golf - 120.0 +/- Acres
  - Residential - 380.2 +/- Acres
  - Resort Hotel (Hotel/Meeting Facilities/Spa/Residential) - 15.3 +/- Acres
  - Wetlands / Conservation - 251.5 +/- Acres

**Development and Phasing Schedule**

Land Use	2009 - 2018
Residential (dwelling units)	350 units
Single Family Detached	2,150 units
(Townhomes/Condominiums)	
<b>Total</b>	<b>2,500 units</b>
Commercial (square feet)	260,000 s.f.
Retail	50,000 s.f.
Office	
Resort Hotel	250 Rooms
Recreation	18 Holes
Golf Course	
Boat Slips (Marina Basin)	350 dry slips 150 wet slips

North Arrow  
0 750 1,500 3,000 Feet

Project Title: SunWest Harbour Towne  
File: D:\Projects\0205\SunWest Harbour Towne\Map\_H.mxd, 02/04/09 11:32 AM

MAP H  
MASTER  
DEVELOPMENT  
PLAN  
APRIL 2009



A Pasco County Development of Regional Impact  
by SunWest Acquisition Corporation

- CONSULTANT TEAM**
- Wilson Miller Planning Master Planning
  - BC Peabody Consulting Environmental Planning
  - Tommy Dawson Realty Marketing
  - Figurski & Harill Legal
  - PBS&J Environmental Civil Engineering Transportation Planning
  - The Environmental Communications and Marketing Group Public Relations

## EXHIBIT G

### Transportation - Proportionate Share Calculations

TABLE 21-13 (revised 9/25/2009)  
SunWest Harbortowne DRI

PASCO COUNTY AND FDOT PROPORTIONATE SHARE

Roadway	From	To	2018 Peak Hour Project Trips	Existing # of Lanes	PM Peak Hour Capacity Before Improvement	Required # of Lanes	PM Peak Hour Capacity After Improvement	Percent Contribution	Length (in miles)	Cost Per Mile	Ref. Notes	Total Cost	Proportionate Share
US19 County Line Road	1/4 mile south of Beacon Woods East Road	1/3 mile north of Beacon Woods 1/4 mile east of Shady Hills	427 134	6DL 2UL	4950 1390	8DL 4DL	6280 2950	32.11% 8.59%	0.6 3.5	\$34,887,369 \$16,507,404	(1) (2)	\$20,932,421 \$57,775,915	\$6,720,409 \$4,962,803

Source: FDOT District 7 June 2009 Transportation Costs\*

Links	\$78,708,337
Intersections	\$256,288,351
<b>Total</b>	<b>\$334,996,687</b>

Subtotal Construction Column from FDOT Tables	Scope Contingency	TOTAL CONSTRUCTION	ROW*	DESIGN & CEI	TOTAL
\$8,066,073	\$2,016,518	\$10,082,591	\$21,780,000	\$3,024,777	\$34,887,369
\$5,843,329	\$1,460,832	\$7,304,161	\$7,011,995	\$2,191,248	\$16,507,404

(1) Add 2 lane to existing 6 lane (State Road Costs)  
 \*ROW estimated based on \$50/sq ft; Assumes 7 acres per mile for Ponds and 3 acres per mile for Flood Plain Compensation  
 (2) Add 2 lane to existing 2 lane (State Road Costs)  
 \*ROW estimated based on 'Subtotal Construction Column from FDOT Tables' x 120%

**TABLE 21-12 (revised 9/25/2009)**  
**SunWest Harbourtowne DRI**  
**PASCO COUNTY AND FDOT PROPORTIONATE SHARE - INTERSECTIONS**

	Improvement	Project Traffic	Before Capacity	After Capacity (with Improvements)	Capacity Increase	% Contribution	Total Cost	Ref. Notes	Proportionate ShareCost
US 19 @ SR 52	Tight Urban Diamond Interchange	353	7,930	17,492	9,562	3.69%	\$ 86,399,050	13	\$ 3,189,591
US 19 @ Beacon Woods Dr	NB/SB Thru Lane plus Receiving Lane* WBL	398	8,773	9,621	848	100.00%	\$ 269,118	*	N/A
US 19 @ Hudson Ave	EBL and EBR	645	5,721	10,265	4,544	14.19%	\$ 269,118	4	\$ 269,118
	EB/WB Thru Lane plus Receiving Lane (1/2 mile) WBL						4, 3	\$ 118,742	
	NB/SB Thru Lane plus Receiving Lane (1/2 mile) SBL						8	\$ 1,171,575	
US 19 @ New York Ave	WBL	782	8,072	9,169	1,097	71.29%	\$ 269,118	4	\$ 38,200
US 19 @ Little Road	WB Rt Free-Flow Receiving Lane on US 19 (1/3 mile) SBLT Flyover	408	5,768	11,283	5,515	7.40%	\$ 269,118	4	\$ 2,476,051
US 19 @ Aripetka Rd (CR 595)	EBL Traffic Signal	663	8,953	8,851	-102	100.00%	\$ 269,118	4	\$ 38,200
US 19 @ County Line Road	2WBL & WBR	754	7,104	11,388	4,284	17.60%	\$ 456,672	2	\$ 154,802
	NB/SB Thru Lane plus Receiving Lane (1/2 mile) NBR						11	\$ 456,672	
	SBL						4, 3	\$ 194,599	
US 19 @ Spring Hill Drive	Single-Point Urban Interchange	370	7,842	24,501	16,659	2.22%	\$ 17,443,684	7	\$ 3,070,154
County Line Rd @ Shady Hills/Mariner	EBL	202	4,971	7,074	2,103	9.61%	\$ 567,416	3	\$ 99,867
	EB/WB Thru Lane plus Receiving Lane* NB/SB Thru Approach Lanes Only (1/4 mile)						7	\$ 269,118	
Little Road @ Hudson Ave	EBR	270	3,992	5,149	1,157	23.34%	\$ 269,118	4	\$ 47,366
	NBL w/ Receiving Lane (1/4 mile)						14	\$ 1,546,220	
<b>Total</b>							<b>\$ 256,288,351</b>		<b>\$ 17,272,747</b>

**Notes:**

Source: FDOT District 7 June 2009 Cost Tables unless otherwise noted

Proportionate Share payments will be adjusted for inflation based on actual year improvement is to be constructed

Before/After Capacities from Synchro Lane Group Capacities for all movements at respective intersections

For Grade-separated intersections additional capacity was added to Synchro results (Flyover = 1900; Six Through Lanes = 8,810 from FDOT Quality/LOS Table 4-4 for an uninterrupted roadway)

\* Improvement Costs for through lanes accounted for on Roadway Links Proportionate Share Table

**Turn Lanes**

- (1) Total Improvement Cost for 300 feet exclusive right turn lane (No ROW)
- (2) Total Improvement Cost for 300 feet exclusive left turn lane (No ROW)
- (3) Total Improvement Cost for 300 feet exclusive right turn lane w/ ROW @ 120% of CST
- (4) Total Improvement Cost for 300 feet exclusive left turn lane w/ROW @ 120% of CST

\$326,390
\$154,802
\$567,416
\$269,118

**Through Lanes/Receiving Lanes at Intersections**

- (5) Total Cost for 1 mile of receiving lane (outside - No ROW)
- (6) Total Cost for 1 mile of receiving lane (outside - w/ ROW for Ponds and FPC)
- (7) Total Cost per mile for adding 2 lanes to existing 6 lanes (State w/ ROW for Ponds and FPC)
- (8) Total Cost per mile for adding 2 lanes to existing 2 lane (State w/ ROW @ 120% of CST)
- (9) Total Cost per mile for adding 2 lanes to existing 2 lane (County Methodology - No ROW)

\$3,471,347
\$14,361,347
\$34,887,369
\$16,507,404
\$6,994,548

**Traffic Signals**

- (10) Total Cost for signal installation (6-lane roadway intersecting 6-lane roadway)
- (11) Total Cost for signal installation (4-lane roadway intersecting 6-lane roadway)
- (12) Total Cost for signal installation (4-lane roadway intersecting a 4-lane roadway)

\$508,871
\$456,672
\$404,472

**Interchanges/Flyovers**

- (13) US 19/SR 52 (from US 19 PD&E Study - includes road & average pond ROW)
- (14) Estimated from US 19 PD&E Study (Used 50% of ROW from US 19/SR 52)
- (15) Single Lane Flyover cost w/ ROW @ 120% of CST

\$86,399,050
\$69,617,525
\$44,000,000

**Roadway Cost Per Centerline Mile**  
Revised June 2009

	Construction Cost From LRE	MOT *	Mobilization *	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost **
<b>Rural Arterial</b>									
New Construction (2-Lane Roadway) with 5' Paved Shoulders	\$4,524,370	\$452,437	\$497,661	\$5,474,468	\$1,368,622	\$6,843,110	\$1,026,466	\$1,026,466	\$8,896,042
New Construction (4-Lane Roadway) with 5' Paved Shoulders	\$6,991,163	\$699,116	\$769,028	\$8,459,307	\$2,114,827	\$10,574,133	\$1,586,120	\$1,586,120	\$13,746,373
New Construction (6-Lane Roadway) with 5' Paved Shoulders	\$8,805,269	\$880,527	\$968,580	\$10,654,375	\$2,663,594	\$13,317,969	\$1,997,695	\$1,997,695	\$17,313,359
Milling and Resurfacing (4-Lane Roadway) with 5' Paved Shoulders	\$1,180,057	\$118,006	\$129,806	\$1,427,869	\$356,967	\$1,784,836	\$267,725	\$267,725	\$2,320,286
Milling and Resurfacing (6-Lane Roadway) with 5' Paved Shoulders	\$1,715,672	\$171,567	\$188,724	\$2,075,963	\$516,991	\$2,594,953	\$389,243	\$389,243	\$3,373,439
Add Lanes (2 to 4 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$4,829,198	\$482,920	\$531,212	\$5,843,329	\$1,460,832	\$7,304,162	\$1,095,624	\$1,095,624	\$9,495,410
Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$5,297,756	\$529,776	\$582,753	\$6,410,285	\$1,602,571	\$8,012,856	\$1,201,928	\$1,201,928	\$10,416,713
Add Lanes (4 to 8 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$7,070,561	\$707,056	\$777,762	\$8,555,379	\$2,138,845	\$10,694,224	\$1,604,134	\$1,604,134	\$13,902,491
Add 1 Through Lane on Inside (To Existing) with 5' Paved Shoulders	\$6,666,176	\$666,618	\$733,279	\$8,066,073	\$2,016,518	\$10,082,592	\$1,512,389	\$1,512,389	\$13,107,369
Add 1 Through Lane on Outside (To Existing) with 5' Paved Shoulders	\$1,148,617	\$114,862	\$126,348	\$1,389,826	\$347,457	\$1,737,283	\$260,592	\$260,592	\$2,258,468
Add 300' Exclusive Left Turn Lane	\$1,765,466	\$176,547	\$194,201	\$2,136,213	\$534,053	\$2,670,267	\$400,540	\$400,540	\$3,471,347
Add 300' Exclusive Right Turn Lane	\$54,198	\$8,130	\$9,349	\$71,677	\$17,919	\$89,596	\$13,439	\$13,439	\$116,475
	\$132,555	\$19,883	\$22,866	\$175,303	\$43,826	\$219,129	\$32,869	\$32,869	\$284,868
<b>Urban Arterial</b>									
New Construction (2-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$6,095,198	\$609,520	\$670,472	\$7,375,189	\$1,843,797	\$9,218,987	\$1,382,848	\$1,382,848	\$11,984,683
New Construction (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$9,537,780	\$953,778	\$939,156	\$10,330,714	\$2,582,679	\$12,913,393	\$1,937,009	\$1,937,009	\$16,787,411
New Construction (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$10,447,044	\$1,044,704	\$1,149,175	\$12,640,924	\$3,160,231	\$15,801,154	\$2,370,173	\$2,370,173	\$20,541,501
Milling and Resurfacing (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,259,576	\$125,958	\$138,553	\$1,524,087	\$381,022	\$1,905,109	\$285,766	\$285,766	\$2,476,641
Milling and Resurfacing (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,784,574	\$178,457	\$196,303	\$2,159,335	\$539,834	\$2,699,169	\$404,875	\$404,875	\$3,508,920
Add Lanes (2 to 4 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$5,763,328	\$576,333	\$633,966	\$6,973,627	\$1,743,407	\$8,717,034	\$1,307,555	\$1,307,555	\$11,332,144
Add Lanes (4 to 6 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$6,349,351	\$634,935	\$698,429	\$7,682,715	\$1,920,679	\$9,603,394	\$1,440,509	\$1,440,509	\$12,484,412
Add Lanes (6 to 8 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$8,599,879	\$859,988	\$945,965	\$10,405,812	\$2,601,403	\$13,007,215	\$1,951,052	\$1,951,052	\$16,909,120
Add 1 Through Lane on Inside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$7,641,191	\$764,119	\$840,531	\$9,245,841	\$2,311,460	\$11,557,301	\$1,733,595	\$1,733,595	\$15,024,491
Add 1 Through Lane on Outside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$1,165,936	\$116,594	\$128,253	\$1,410,782	\$352,696	\$1,763,478	\$264,522	\$264,522	\$2,292,521
Add 300' Exclusive Left Turn Lane	\$2,585,983	\$258,588	\$284,447	\$3,128,918	\$782,230	\$3,911,148	\$586,672	\$586,672	\$5,084,492
Add 300' Exclusive Right Turn Lane	\$72,032	\$10,805	\$12,426	\$95,263	\$23,816	\$119,078	\$17,862	\$17,862	\$154,802
	\$151,875	\$22,781	\$26,198	\$200,855	\$50,214	\$251,069	\$37,660	\$37,660	\$326,390

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

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

- Note:
1. Estimates were derived from FDOT LRE system
  2. These figures exclude costs for intersections/interchanges, improvements to cross streets, bridges over 20', right-of-way, landscaping, ITS, and traffic signals.
  3. The figures are based on market costs for Hillsborough County.
  4. Costs shown are present day costs.
  5. The costs developed for this report are not project-specific and should be used for preliminary estimating purposes only.

**Roadway Cost Per Centerline Mile**  
Revised June 2009

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
<b>Rural Arterial</b>									
Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$7,366,494	\$736,649	\$810,314	\$8,913,457	\$2,228,364	\$11,141,822	\$1,671,273	\$1,671,273	\$14,484,368
<b>Urban Arterial</b>									
Add Lanes (4 to 6 Lanes) with 5' Sidewalk, Bike Lanes, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$7,650,770	\$765,077	\$841,585	\$9,257,431	\$2,314,358	\$11,571,789	\$1,735,768	\$1,735,768	\$15,043,326

Note:

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

# Bridge Cost Per Square Foot

## Revised June 2009

	Cost Per Square Foot
<b>New Construction</b>	
Low Level	\$135
Mid Level	\$155
High Level	\$185
Overpass (Over Roadway)	\$170
Bascule	\$1,830
Pedestrian Overpass	\$365
<b>Widening</b>	
Low Level	\$165
Mid Level	\$190
High Level	\$220
Overpass (Over Roadway)	\$200
<b>Bridge Removal</b>	
Concrete Bridge	\$55

**Note:**

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

**Other Roadway Related Costs**  
Revised June 2009

	Construction Cost From LRE	MOT *	Mobilization (15%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
<b>Intersection Traffic Signalization (Mast Arm Assembly)**</b>									
2-Lane Roadway Intersecting 2-Lane Roadway	\$167,959	\$25,194	\$28,973	\$222,126	\$55,532	\$277,658	\$41,649	\$41,649	\$360,955
4-Lane Roadway Intersecting 4-Lane Roadway	\$188,208	\$28,231	\$32,466	\$248,906	\$62,226	\$311,132	\$46,670	\$46,670	\$404,472
6-Lane Roadway Intersecting 6-Lane Roadway	\$236,788	\$35,518	\$40,846	\$313,152	\$78,288	\$391,440	\$58,716	\$58,716	\$508,871
<b>Bicycle and Pedestrian Facilities</b>									
Sidewalks Per Mile (5' Width - 1 Side)	\$95,539	\$4,777	\$15,047	\$115,363	\$28,841	\$144,204	\$21,631	\$21,631	\$187,465
Sidewalks Per Mile (6' Width - 1 Side)	\$114,646	\$5,732	\$18,057	\$138,436	\$34,609	\$173,044	\$25,957	\$25,957	\$224,958
Multi-Use Trail Per Mile (12' Width - 1 Side)	\$170,591	\$8,530	\$26,868	\$205,989	\$51,497	\$257,486	\$38,623	\$38,623	\$334,731
<b>Stormwater Retention Facilities</b>									
1 Acre Pond Site (6' Depth)	\$343,782	\$17,189	\$54,146	\$415,116	\$103,779	\$518,895	\$77,834	\$77,834	\$674,564
<b>Median Retrofit</b>									
Convert 14' Center Turn Lane to 14' Raised Median (Per Mile)	\$225,492	\$33,824	\$38,897	\$298,213	\$74,553	\$372,766	\$55,915	\$55,915	\$484,596
<b>Cross Street Improvements</b>									
Widen 1-Leg of Existing Rural 2-Lane Cross Street to Accommodate 2 Receiving Lanes, Dual Left Turn Lanes, and Exclusive Right Turn Lane (Approximate Length of 0.25 Miles)	\$1,500,781	\$225,117	\$258,885	\$1,984,783	\$496,196	\$2,480,979	\$372,147	\$372,147	\$3,225,272

\*\*The cost of traffic signalization assumes the installation of mast arms on all four legs of an intersection. To obtain the cost of signalizing a four-lane roadway intersecting a two-lane roadway, divide the signal cost of a four-lane roadway by two and add this figure to the signal cost of the two-lane roadway divided by two.

Notes:

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

**Interchange Cost**  
Revised June 2009

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Subtotal Project Cost
Single Point Urban Interchange (SPU)	\$ 25,394,863.74	\$2,539,486	\$2,793,435	\$30,727,785	\$7,681,946	\$38,409,731	\$5,761,460	\$5,761,460	\$49,932,651

Note:

1. Cost was derived from an LRE estimate to modify the existing diamond interchange at I-75/SR 54 to a single point urban interchange.
2. Cost shown is for construction only. Does not include Design, CEI, and right-of-way.

## **EXHIBIT H**

### Development Agreement

# EXHIBIT I

Karst Features



## Exhibit J

SunWest Mining Operations (Figure 12.7 of the ADA)



## **Exhibit K**

Urban Land Institute  
Planning and Organizing for Successful Economic Development  
An Advisory Services Panel Report for Pasco County  
Cover Page & Coastal Market Area

AN ADVISORY SERVICES PANEL REPORT

# Pasco County Florida



 Urban Land  
Institute

A significant theme throughout the panel's interviews was the need for improvement in the planning and regulatory system. This includes organizational structure, codes and standards, decision processes, and customer service. Creating a more predictable, fair, and reasonable planning and regulatory system requires prompt and aggressive attention. Organizational structure and system improvements, or lack thereof, will either positively or negatively impact the economic growth forecasts prepared by the panel.

It is also the panel's feeling that the following actions could improve current problem situations:

- Create a position charged as the key change agent to move restructuring to a successful conclusion;
- Create an education and skill development program for planning and regulatory staff that fills new expectations created by existing problems and changes ahead; and
- Initiate a bench-marking effort by examining the successes of a metropolitan edge county that has dealt with planning and regulatory challenges similar to Pasco County.

### Market Areas

Pasco County covers a large geographical area and has a very diverse character. The panel has

prepared its assessment and recommendations for five market areas. The five market areas were defined considering cohesive market areas, land use patterns, regional transportation frameworks, and natural resource features. These areas are the Coastal Area, Inland West Area, Central Area, South Area, and East Area. The panel believes this approach best recognizes the diversity and unique opportunities across the county.

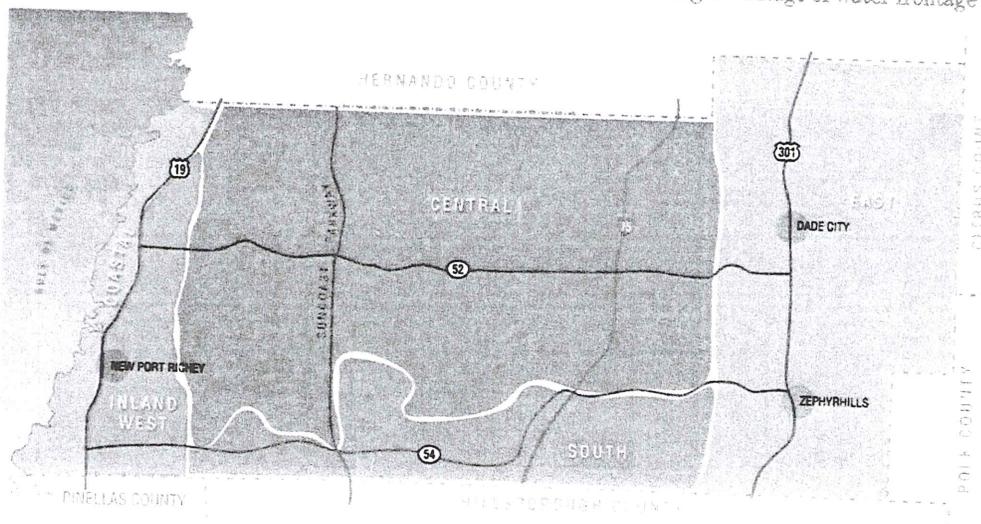
### Coastal Market Area

The Coastal Market Area lies between U.S. Highway 19 and the Gulf of Mexico. This area is a unique ecological area that includes portions of both Port Richey and New Port Richey. This area has a very distinctive character that offers opportunities for new vitality. Specific challenges, a vision, and mission provide the context for specific strategies.

### Coastal Market Area Challenges

There is no clear consensus on a mission for this area. It is a complex area grounded in an established development pattern. The panel highlighted the following specific problems.

**Land use and housing.** The U.S. Highway 19 corridor has an aging land use pattern with obsolete strip commercial centers. The housing pattern has been well established and includes high value homes taking advantage of water frontage



The five areas in this illustration were defined with consideration for cohesive market areas, land use patterns, regional transportation frameworks, and natural resource features.

together with a stock of affordable homes. There is a lack of quality commercial space. Tourism opportunities could be exploited to reinvent the area's identity and economic vitality. Existing development and parcel patterns constrain opportunities for redevelopment.

**Transportation.** There is limited connectivity into the Tampa Market. There are, however, connections into the Central Market Area with State Roads 54 and 52. These connections could be used to improve opportunities for revitalization and redevelopment as the Central Market Area grows. Highway 19 is a congested route that constrains the market potential of the area and severely limits the effectiveness of transit service.

**New markets.** The Port Richey and New Port Richey areas have as yet unrealized opportunities for revitalization, reinvention, and redevelopment. New residential, retail, and employment markets offer a strong opportunity. However, these markets need to be attracted and supported. Financial, land assembly, and marketing resources are inadequate to the task. The Coastal Market Area, with a focus on Port Richey, New Port Richey, and the ecological resources of the coast can be a strong foundation for branding this area.

**Medical.** Medical services can be a strong element within a broader reinvention strategy for this area. Medical technology employment offers an opportunity. Finally, services and facilities that serve an aging population will be needed.

#### **Coastal Market Area Vision**

In light of the Coastal Market Area features, the following vision elements are suggested:

- Seek to accommodate the potential household, population, jobs, and retail growth forecast over the next 20 years; and
- Emphasize the unique and high-quality dimension of development opportunities, including small-scale retail/restaurants; compact, well-designed development; places with a unique identity; and recreation and ecological features.

#### **Coastal Market Area Mission**

The principal goals for the Coastal Market Area are to:

- Reinvent the Coastal Market Area to make it a competitive and unique location with choices for living, working, shopping, doing business, educating, and having leisure time opportunities within an environmentally sound and safe setting;
- Revitalize sound, established locations to use the historic fabric as an asset; and
- Redevelop targeted opportunity areas that will expand opportunity to fulfill population, employment, and household forecasts.

Based on these goals, certain strategies have been identified that emphasize the unique qualities of the area. These have been divided into addressing neighborhood improvements, regional systems, and job enhancement.

#### **Coastal Market Area Neighborhood Improvement Strategies**

Neighborhood improvements include branding unique areas, creating community redevelopment area projects, advancing rehabilitation programs, and beautification.

**Brand unique areas.** The panel believes that certain areas within the Coastal Market Area have unique attributes that can be marketed to draw new users and eventually new development. While the panel spent little time in the Coastal Market Area, it is apparent that a potential branding component is around ecotourism, including the state parks, the marinas, the few beaches, and the river. All have potential under this theme. Distinct images of places give residents distinct experiences in their physical environment not otherwise appreciated. The proposed Sun West DRI, the reprocessing of the obsolete mine, is consistent with the image with a large lake- and water-oriented resort development.

**Community redevelopment area projects.** Some of the areas within the Coastal Market Area have become blighted and can be subject to specially-mandated programs called community redevelopment areas (CRAs) that address areas with special needs. Once an area has been designated, the tax levels of the existing developments are fixed. Then, once new development is approved, taxes are adjusted upwards to reflect the increased

assessed valuation. As this tax increment becomes predictable, the redevelopment agency is able to float bonds that are paid for from that income stream. This can finance improvements within the CRA that are consistent with the objectives of the program. These funds can be used to purchase existing dilapidated buildings and assemble land for larger-scale development. These projects can act to create a critical mass of new development in order to attract other projects, usually not requiring public funds.

There are two major areas in need of this approach. The first is the retail mall. This mall is currently the only significant retail in the county. However, given the age of the buildings and the two new regional malls under construction in the vicinity of I-75 and State Road 54, this facility and its surrounding retail will need to get a face lift, at a minimum, in order to stay competitive.

The second major area is the need for 1,000 acres of new housing of all types in the Coastal Market Area. People like living on the coast and close to the amenities inherent therein. Coupled with the enhancement of ecotourism, this part of the county could be much sought after. County funds would be one way of expediting all of these critical transitions.

**Rehabilitation programs.** Some jurisdictions provide information to homeowners and landlords on available public programs to offset costs related to rehabilitating properties that have deferred maintenance or landscaping issues. These can be federal, state, or local informational and funding sources. Some energy companies also provide funds for retrofitting older buildings to make them more energy efficient. The overall desire is to improve the appearance of properties within the coastal zone to make it more attractive to both residents and tourists alike.

**Beautification.** Other projects that are of relatively little expense related to street beautification can be undertaken with both public and private efforts. Sometimes local garden clubs will take the initiative to buy and plant hanging baskets or flower pots. Others, like scouting organizations, can engage in street clean-up or vacant lot debris removal. All of these relatively modest and

inexpensive efforts can add to the area's quality of life through improved aesthetics.

#### Coastal Market Area Regional Infrastructure Systems Strategies

Regional infrastructure systems include the regional trail network, transportation upgrades, infrastructure finance, and community college programs.

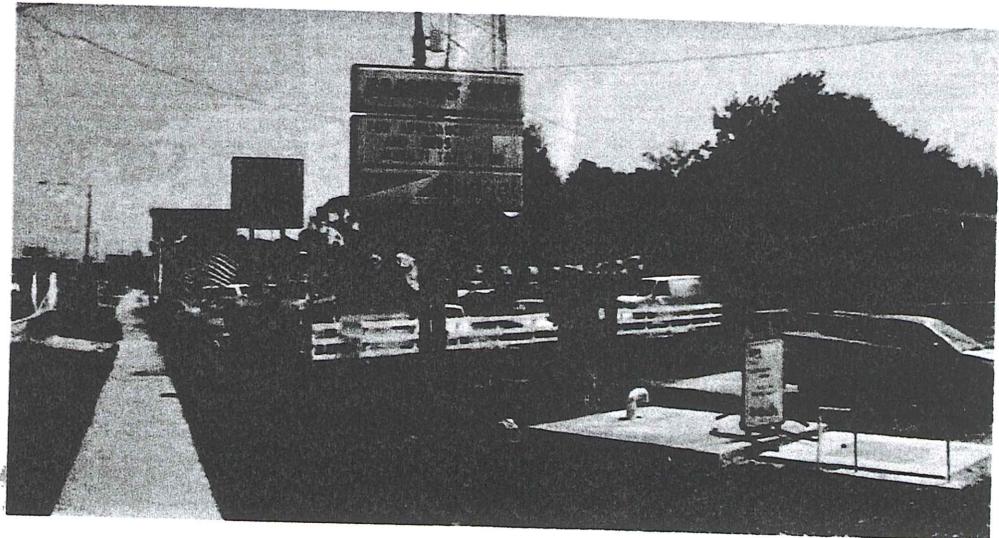
**Regional trail network.** Many unique natural resources lie within the Coastal Market Area, but are currently not tied together in a regional trail network. The panel suggests creating links between the natural systems including the Pithlachascotee River, the Robert J. Strickland Memorial Park, the Werner-Boyce Salt Springs State Park, Anclote Key State Park, and similar natural areas. These interconnections create additional attractions for existing residents and tourists, as well as incentives for residents moving into new residential projects and would enhance the ecotourism branding.

**Transportation upgrades.** Located in the northwestern corner of the county, the medical complex needs improved access for residents in the Coastal and Inland West market areas. The roads along the U.S. Highway 19 corridor need to be improved, not just for convenience, but also for emergency services. In addition, expanded community college offerings could require new campus buildings.

**Infrastructure finance.** Most areas undergoing significant infrastructure development will need creative means of financing.

**Community college programs.** In that this area has a large percentage of the population and significant growth is expected, the community college role in this Coastal Market Area should be increased in terms of facilities and course offerings. Due to the number of hospital beds and medical related spin-offs, the community college should consider affiliating with a university to build a teaching hospital to make this a real medical cluster.

Strip development along Route 19 is in need of redevelopment and revitalization.



### **Coastal Market Area Job Enhancement Strategies**

Job enhancement in the Coastal Market Area should include PEDC actions. The PEDC has tended to concentrate on larger employment opportunities within the South and Central market areas. Since a large contingent of residents live in the Coastal Market Area, the panel believes that new employment opportunities should be accelerated near these existing residences along the U.S. Highway 19 corridor. Specifically, the medical services professions should be promoted and new lifestyle centers around or adjacent to the existing mall should be considered. These could be second and third story offices above ground-floor retail. This proximity of jobs and housing within the Coastal Market Area would translate into reduced vehicle miles traveled, less congested highways, reduced automobile-related air pollution, and increased options and quality of life for residents. Additionally, small businesses in this area may need Small Business Administration loans or other sources of capital. The PEDC could organize a structure for these small business expansion loans.

### **Inland West Market Area**

The Inland West Market Area lies east of U.S. Highway 19 and west of the boundary of the Central Market Area. This is an area with significant

affordable neighborhood housing which is worthy of conservation. Specific challenges, a vision, and a mission provide the context for specific strategies.

### **Panel's Vision for the Inland West Market Area**

There is no clear consensus on a vision for this area. It is a composite of long-established neighborhoods, an aging development pattern, and inadequate services and facilities. Specific problems highlighted by the panel are discussed below.

**Land use and housing.** This area shares the same land use and housing issues associated with an aging area built for a bygone era. The housing stock requires attention in order to maintain it as a sound, affordable housing option that cannot be built in today's market place. The commercial strip uses are obsolete and compound the traffic congestion problem. There is a lack of quality commercial space to meet today's market conditions. There are limited opportunities for new employment sites and there is a need for open space and recreation facilities.

**Transportation.** The Inland West and Central market areas would benefit greatly by the completion of the Ridge Road Extension.

**New markets.** The population, employment, and housing forecasts for this area create an opportunity for significant restoration. There are rehabilitation and redevelopment possibilities that are currently hampered by financial constraints, land

**EXHIBIT L**

FFWCC E-mail dated March 3, 2010

**SunWest Harbourtowne DRI  
Development Order  
Exhibit L  
FFWCC E-mail dated March 3, 2010**

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**From:** Telesco, David [mailto:david.telesco@MyFWC.com]  
**Sent:** Wednesday, March 03, 2010 4:24 PM  
**To:** Cynthia D. Spidell  
**Cc:** Poole, MaryAnn  
**Subject:** RE: Black bears

Cynthia,

While FWC does have methods to calculate mitigation for habitat loss for panthers and other species, we do not currently have a standard method for mitigating bear habitat loss. We have discussed the issue and I will be meeting tomorrow to further explore how this process could be formulated. I will keep in touch with you as we move forward.

Thanks,

Dave

Dave Telesco  
Bear Management Program Coordinator  
Florida Fish and Wildlife Conservation Commission  
620 South Meridian Street 6A  
Tallahassee, FL 32399-1600  
(850) 922-4330

# EXHIBIT M

## Zoning Table

**SunWest DRI  
Development Density/Intensity Analysis**

Zoning Entitlement Calculation

Within DRI Boundary

Owner	Units	Building S.F.
SWFWMD	276	386,309
Withlacoochie	28	0
SunWest	118	3,719,072
<b>Total</b>	<b>422</b>	<b>4,105,382</b>

Lands under SunWest Ownership

Location	Units	Building S.F.
Inside DRI	118	3,719,072
Outside DRI*	1,020	32,539
<b>Total</b>	<b>1,138</b>	<b>3,751,612</b>

\*To be conveyed to SWFWMD per DO, Subarea policies and Exchange Agreement

Maximum Allowed under current FLU Classifications

Location	Units	Building S.F.
Within DRI Boundary	2,536	4,622,184
Lands owned by SunWest	<b>3,255</b>	<b>6,870,283</b>

Requested DRI Entitlements

	Units	Building S.F.
<b>Total</b>	<b>2,500</b>	<b>462,500</b>

SunWest DRI  
Zoning Entitlement Calculation  
Lands within DRI Boundary

PARCELID	Acreage	NAME	WET_UP	Zoning	FLU	Density	# Units	FAR	Intensity
1624110000001000030	0.0782	SUN WEST ACQUISITION	UPLAND	AC	**NONE**	.025 DU	0.0020		
1624110000004000010	5.8372	HUNT BILL	UPLAND	AC	C/L	.025 DU	0.1459	.23 FAR	58,481.96
1624020000003000010	46.8653	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	1.1716	.23 FAR	469,533.63
1624020000003000010	0.6186	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0155	.23 FAR	6,197.54
1624020000003000010	0.0382	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0010	.23 FAR	382.58
16240100000034000000	6.0876	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.1522	.23 FAR	60,990.15
16240100000037000000	3.1335	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0783	.23 FAR	31,394.19
1624110000001000030	0.0302	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0008	.23 FAR	302.45
1624110000001000030	18.8707	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.4718	.23 FAR	189,062.17
1624110000003000000	0.0424	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0011	.23 FAR	424.97
1624110000003000000	10.8025	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.2701	.23 FAR	108,228.20
1624110000007000000	6.2836	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.1571	.23 FAR	62,954.53
1624110000006000000	6.5046	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.1626	.23 FAR	65,168.06
1624110000004000000	24.8093	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.6202	.23 FAR	248,559.03
16241400000012000020	1.7204	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0430	.23 FAR	17,235.88
1624140000003000000	26.0555	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.6514	.23 FAR	261,044.85
16241400000012000000	13.3257	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.3331	.23 FAR	133,507.80
1624140000003000010	2.2369	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0559	.23 FAR	22,411.02
1624120000001000070	0.0323	FOREST PROPERTIES LLC	UPLAND	AC	IL	N/A	0.0032	.3 FAR	422.59
16240100000037000010	0.1834	FOREST PROPERTIES LLC	UPLAND	AC	RES-6	.1 DU	0.0183	N/A	N/A
1624120000001000040	1.0084	FOREST PROPERTIES LLC	UPLAND	AC	RES-6	.1 DU	0.1008	N/A	N/A
1624120000001000000	2.8974	SUCCESSFUL INVESTMENTS LLC	UPLAND	AC	RES-6	.1 DU	0.2897	N/A	N/A
1624120000001000081	0.0283	SOUTHWEST FLORIDA WATER	UPLAND	AC	ROR	.1 DU	0.0028	.3 FAR	369.33
1624120000001000081	0.0932	SOUTHWEST FLORIDA WATER	UPLAND	AC	ROR	.1 DU	0.0093	.3 FAR	1,217.42
1624120000001000080	0.0482	SUCCESSFUL INVESTMENTS LLC	UPLAND	AC	ROR	.1 DU	0.0048	.3 FAR	629.37
1624120000001000000	0.9568	SUCCESSFUL INVESTMENTS LLC	UPLAND	AC	ROR	.1 DU	0.0957	.3 FAR	12,503.25
1624120000002000040	0.3840	SUCCESSFUL INVESTMENTS LLC	UPLAND	AC	ROR	.1 DU	0.0384	.3 FAR	5,017.92
1624120000001000051	0.0393	SUCCESSFUL INVESTMENTS LLC	UPLAND	AC	ROR	.1 DU	0.0039	.3 FAR	513.12
1624120000001000050	1.3973	SUCCESSFUL INVESTMENTS LLC	UPLAND	AC	ROR	.1 DU	0.1397	.3 FAR	18,259.62
1624110000002000000	0.0472	FOREST PROPERTIES LLC	UPLAND	AR	C/L	.025 DU	0.0012	.23 FAR	473.01
1624110000002000000	26.1144	FOREST PROPERTIES LLC	UPLAND	AR	C/L	.025 DU	0.6529	.23 FAR	261,635.39
1624110000002000000	0.2496	FOREST PROPERTIES LLC	UPLAND	AR	C/L	.025 DU	0.0062	.23 FAR	2,500.58
1624110000002000000	0.0622	FOREST PROPERTIES LLC	UPLAND	AR	C/L	.025 DU	0.0016	.23 FAR	622.91
1624120000001000041	4.5703	BRANFORD INVESTMENTS LLC	UPLAND	AR	RES-6	1 DU	4.5703	N/A	N/A
16240100000037000010	15.2576	FOREST PROPERTIES LLC	UPLAND	AR	RES-6	1 DU	15.2576	N/A	N/A
16240100000037000010	0.1671	FOREST PROPERTIES LLC	UPLAND	AR	RES-6	1 DU	0.1671	N/A	N/A
1624110000002000000	0.0306	FOREST PROPERTIES LLC	UPLAND	AR	RES-6	1 DU	0.0306	N/A	N/A
1624110000002000000	0.1038	FOREST PROPERTIES LLC	UPLAND	AR	RES-6	1 DU	0.1038	N/A	N/A
1624120000002000010	27.3530	FOREST PROPERTIES LLC	UPLAND	AR	RES-6	1 DU	27.3530	N/A	N/A
1624120000001000040	52.4659	FOREST PROPERTIES LLC	UPLAND	AR	RES-6	1 DU	52.4659	N/A	N/A
1624120000001000000	4.5710	SUCCESSFUL INVESTMENTS LLC	UPLAND	AR	RES-6	1 DU	4.5710	N/A	N/A
1624120000001000000	1.4636	SUCCESSFUL INVESTMENTS LLC	UPLAND	AR	ROR	1 DU	1.4636	.5 FAR	31,877.97
1624120000001000051	0.7826	SUCCESSFUL INVESTMENTS LLC	UPLAND	AR	ROR	1 DU	0.7826	.5 FAR	17,045.66
16240100000037000010	8.2796	FOREST PROPERTIES LLC	UPLAND	C2	RES-6	N/A	N/A	.5 FAR	31,877.97
1624120000001000000	0.0290	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	RES-6	N/A	N/A	.5 FAR	17,045.66
1624120000001000030	0.1565	SOUTHWEST FLORIDA WATER	UPLAND	C2	RES-9	N/A	N/A	.5 FAR	180,328.68
16241300000010000010	0.5950	BRANFORD INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	15,551.31
16241300000004000000	0.9904	BRANFORD INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	25,883.92
16241300000005000010	1.9900	BRANFORD INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	52,010.88
162413000000110000000	4.3138	BRANFORD INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	112,744.78
16241300000003000000	4.8096	DIAL ONE LC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	125,703.39
1624120000001000081	14.6965	SOUTHWEST FLORIDA WATER	UPLAND	C2	ROR	N/A	N/A	.6 FAR	384,107.00
1624120000001000000	0.0305	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	797.14
1624120000001000000	2.9690	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	77,598.96
1624120000001000000	1.0102	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	26,402.73
1624120000001000000	5.0509	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	132,010.55
1624120000001000000	1.7006	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	44,447.88
1624120000001000051	5.0882	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	132,986.24
1624120000002000050	1.7119	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	44,741.01
1624120000002000000	6.5856	SUCCESSFUL INVESTMENTS LLC	UPLAND	C2	ROR	N/A	N/A	.6 FAR	172,122.50
1624130000001000030	1.2664	SUN WEST ACQUISITION	UPLAND	C2	ROR	N/A	N/A	.6 FAR	33,097.92
16241300800000000240	0.1856	SUN WEST ACQUISITION	UPLAND	C2	ROR	N/A	N/A	.6 FAR	4,850.30
16241300800000000220	1.0166	SUN WEST ACQUISITION	UPLAND	C2	ROR	N/A	N/A	.6 FAR	26,569.57
1624130000001000010	9.2902	FOREST PROPERTIES LLC	UPLAND	C3	IL	N/A	N/A	.5 FAR	4,041.92
1624130000008000000	2.6734	BRANFORD INVESTMENTS LLC	UPLAND	I1	IL	N/A	N/A	.5 FAR	22,141.31
1624130000008000010	0.9940	BRANFORD INVESTMENTS LLC	UPLAND	I1	IL	N/A	N/A	.5 FAR	202,339.89
16241300000011000010	2.4732	BRANFORD INVESTMENTS LLC	UPLAND	I1	IL	N/A	N/A	.5 FAR	58,226.75
1624130000001000011	0.6093	BRANFORD INVESTMENTS LLC	UPLAND	I1	IL	N/A	N/A	.5 FAR	21,650.19
1624120000001000070	45.6060	FOREST PROPERTIES LLC	UPLAND	I1	IL	N/A	N/A	.5 FAR	53,865.34
1624130000001000010	8.7386	FOREST PROPERTIES LLC	UPLAND	I1	IL	N/A	N/A	.5 FAR	13,270.53
16240100000037000000	0.1312	SUN WEST ACQUISITION	UPLAND	R2	C/L	.025 DU	0.0033	N/A	N/A
1624140000003000010	8.1242	SUN WEST ACQUISITION	UPLAND	R2	C/L	.025 DU	0.2031	N/A	N/A
1624140000003000010	0.0434	SUN WEST ACQUISITION	UPLAND	R2	RES-6	4.6 DU	0.1995	N/A	N/A

SunWest DRI  
Zoning Entitlement Calculation  
Lands within DRI Boundary

162414003000000011	0.7572 SUN WEST ACQUISITION	UPLAND R2	RES-6	4.6 DU	3.4829	N/A	N/A
162414000012000000	0.0452 SUN WEST ACQUISITION	UPLAND R4	C/L	.025 DU	0.0011	N/A	N/A
162414000001000011	4.6734 WITHLACOOCHEE RIVER ELEC CORP	UPLAND R4	RES-6	6 DU	28.0402	N/A	N/A
1624120000002000010	0.0827 FOREST PROPERTIES LLC	UPLAND RMH	RES-9	8.8 DU	0.7273	N/A	N/A
162412000001000030	31.3875 SOUTHWEST FLORIDA WATER	UPLAND RMH	RES-9	8.8 DU	276.2097	N/A	N/A
<b>Subtotal Upland</b>						<b>421.3349</b>	<b>4,105,381.51</b>
<b>10 % Bonus for Wetlands in C/L</b>							
1624110000001000030	3.0994 SUN WEST ACQUISITION	WETLAND AC	**NONE**				
1624110000004000010	1.8848 HUNT BILL	WETLAND AC	C/L	10% Bonus	0.0047		
1624110000004000010	0.0623 HUNT BILL	WETLAND AC	C/L	10% Bonus	0.0002		
1624110000004000010	0.0554 HUNT BILL	WETLAND AC	C/L	10% Bonus	0.0001		
1624020000003000010	6.8132 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0170		
1624020000003000010	0.9506 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0024		
1624020000003000010	0.1741 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0004		
16240100000034000000	2.2527 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0056		
1624110000001000030	9.8700 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0247		
1624110000003000000	1.5523 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0039		
1624110000006000000	0.9339 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0023		
1624110000004000000	11.2747 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0282		
1624110000004000000	1.8392 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0046		
1624110000004000000	0.0778 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0002		
1624110000004000000	0.9428 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0024		
1624110000004000000	2.6298 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0066		
1624140000012000020	0.1246 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0003		
1624140000003000000	2.8727 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0072		
1624140000003000000	0.4102 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0010		
1624140000003000000	0.0376 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0001		
1624140000003000000	1.0658 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0027		
1624140000003000000	0.0851 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0002		
1624140000003000000	2.7841 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0070		
1624140000012000000	41.1718 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.1029		
1624140000003000010	21.2668 SUN WEST ACQUISITION	WETLAND AC	C/L	10% Bonus	0.0532		
1624120000001000040	1.8182 FOREST PROPERTIES LLC	WETLAND AC	RES-6				
1624120000001000000	4.9548 SUCCESSFUL INVESTMENTS LLC	WETLAND AC	RES-6				
1624120000001000030	0.0241 SOUTHWEST FLORIDA WATER	WETLAND AC	RES-9				
1624120000001000080	5.6724 SUCCESSFUL INVESTMENTS LLC	WETLAND AC	ROR				
1624120000001000000	0.0406 SUCCESSFUL INVESTMENTS LLC	WETLAND AC	ROR				
1624120000002000040	1.3816 SUCCESSFUL INVESTMENTS LLC	WETLAND AC	ROR				
1624110000002000000	0.5388 FOREST PROPERTIES LLC	WETLAND AR	C/L	10% Bonus	0.0013		
1624110000002000000	0.0472 FOREST PROPERTIES LLC	WETLAND AR	C/L	10% Bonus	0.0001		
1624110000002000000	0.1500 FOREST PROPERTIES LLC	WETLAND AR	C/L	10% Bonus	0.0004		
1624110000002000000	0.0822 FOREST PROPERTIES LLC	WETLAND AR	C/L	10% Bonus	0.0002		
1624110000002000000	0.0602 FOREST PROPERTIES LLC	WETLAND AR	C/L	10% Bonus	0.0002		
1624120000001000070	0.0213 FOREST PROPERTIES LLC	WETLAND AR	IL				
1624120000001000041	0.9885 BRANFORD INVESTMENTS LLC	WETLAND AR	RES-6				
1624120000001000041	1.1374 BRANFORD INVESTMENTS LLC	WETLAND AR	RES-6				
1624120000001000041	0.0810 BRANFORD INVESTMENTS LLC	WETLAND AR	RES-6				
16240100000037000010	0.0456 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000002000010	2.0352 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000002000010	0.0356 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000002000010	4.9991 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000002000010	0.0688 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000002000020	0.4462 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000001000040	15.9271 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000001000040	13.3313 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000001000040	1.3113 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000001000040	24.6065 FOREST PROPERTIES LLC	WETLAND AR	RES-6				
1624120000001000000	15.4365 SUCCESSFUL INVESTMENTS LLC	WETLAND AR	RES-6				
1624120000001000000	0.2429 SUCCESSFUL INVESTMENTS LLC	WETLAND AR	RES-6				
1624120000002000030	12.3852 FOREST PROPERTIES LLC	WETLAND AR	RES-9				
1624120000002000030	0.0303 FOREST PROPERTIES LLC	WETLAND AR	RES-9				
1624120000001000030	0.0705 SOUTHWEST FLORIDA WATER	WETLAND AR	RES-9				
16240100000037000010	0.8993 FOREST PROPERTIES LLC	WETLAND C2	RES-6				
1624120000001000030	0.1055 SOUTHWEST FLORIDA WATER	WETLAND C2	RES-9				
1624120000001000081	1.2941 SOUTHWEST FLORIDA WATER	WETLAND C2	ROR				
1624120000001000081	6.0351 SOUTHWEST FLORIDA WATER	WETLAND C2	ROR				
1624120000001000081	2.4272 SOUTHWEST FLORIDA WATER	WETLAND C2	ROR				
1624120000001000000	0.1134 SUCCESSFUL INVESTMENTS LLC	WETLAND C2	ROR				
1624120000001000000	1.0469 SUCCESSFUL INVESTMENTS LLC	WETLAND C2	ROR				
1624120000001000000	1.2558 SUCCESSFUL INVESTMENTS LLC	WETLAND C2	ROR				
1624120000002000050	1.0274 SUCCESSFUL INVESTMENTS LLC	WETLAND C2	ROR				
1624120000002000000	7.5156 SUCCESSFUL INVESTMENTS LLC	WETLAND C2	ROR				
1624130000008000000	1.4212 BRANFORD INVESTMENTS LLC	WETLAND I1	IL				
1624130000008000010	0.1730 BRANFORD INVESTMENTS LLC	WETLAND I1	IL				

**SunWest DRI**

Zoning Entitlement Calculation

Lands within DRI Boundary

1624130000011000010	0.0386	BRANFORD INVESTMENTS LLC	WETLAND I1	IL			
1624120000001000070	20.3224	FOREST PROPERTIES LLC	WETLAND I1	IL			
1624130000001000010	0.1180	FOREST PROPERTIES LLC	WETLAND I1	IL			
1624140000003000010	2.5925	SUN WEST ACQUISITION	WETLAND R2	C/L	10% Bonus	0.0065	
1624120000002000030	0.0786	FOREST PROPERTIES LLC	WETLAND RMH	RES-9			
1624120000002000030	0.0821	FOREST PROPERTIES LLC	WETLAND RMH	RES-9			
1624120000001000030	1.9273	SOUTHWEST FLORIDA WATER	WETLAND RMH	RES-9			
1624120000001000030	21.2417	SOUTHWEST FLORIDA WATER	WETLAND RMH	RES-9			
1624120000001000030	1.5877	SOUTHWEST FLORIDA WATER	WETLAND RMH	RES-9			
1624020000003000010	9.1987	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0230	
1624020000003000010	0.0694	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0002	
1624020000003000010	46.3288	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.1158	
1624020000003000010	23.0526	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0576	
1624020000003000010	0.2426	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0006	
16240100000034000000	0.9570	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0024	
1624110000001000030	54.8422	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.1371	
16241100000030000000	0.0253	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0001	
16241100000030000000	28.2637	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0707	
16241100000070000000	1.8902	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0047	
16241100000060000000	25.4163	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0635	
16241400000030000000	8.2272	SUN WEST ACQUISITION	OSW AC	C/L	10% Bonus	0.0206	
16241100000020000000	32.3984	FOREST PROPERTIES LLC	OSW AR	C/L	10% Bonus	0.0810	
16241100000020000000	0.0633	FOREST PROPERTIES LLC	OSW AR	C/L	10% Bonus	0.0002	
16241100000020000000	0.0419	FOREST PROPERTIES LLC	OSW AR	C/L	10% Bonus	0.0001	
16240100000037000010	0.0282	FOREST PROPERTIES LLC	OSW AR	RES-6			
1624120000002000010	1.1102	FOREST PROPERTIES LLC	OSW AR	RES-6			
1624120000002000010	2.5488	FOREST PROPERTIES LLC	OSW AR	RES-6			
1624120000002000010	7.2949	FOREST PROPERTIES LLC	OSW AR	RES-6			
1624120000002000010	4.1467	FOREST PROPERTIES LLC	OSW AR	RES-6			
1624120000001000040	0.0792	FOREST PROPERTIES LLC	OSW AR	RES-6			
1624120000001000040	11.2283	FOREST PROPERTIES LLC	OSW AR	RES-6			
1624120000001000000	0.8728	SUCCESSFUL INVESTMENTS LLC	OSW AR	RES-6			
1624120000001000000	0.0761	SUCCESSFUL INVESTMENTS LLC	OSW AR	ROR			
1624120000001000051	0.0820	SUCCESSFUL INVESTMENTS LLC	OSW AR	ROR			
1624130000005000010	0.0559	BRANFORD INVESTMENTS LLC	OSW C2	ROR			
1624130000011000000	0.0228	BRANFORD INVESTMENTS LLC	OSW C2	ROR			
1624120000001000000	2.6934	SUCCESSFUL INVESTMENTS LLC	OSW C2	ROR			
1624120000001000051	1.5729	SUCCESSFUL INVESTMENTS LLC	OSW C2	ROR			
1624130000011000010	0.1750	BRANFORD INVESTMENTS LLC	OSW I1	IL			
1624130000001000011	0.1524	BRANFORD INVESTMENTS LLC	OSW I1	IL			
1624120000001000070	4.5189	FOREST PROPERTIES LLC	OSW I1	IL			
1624120000001000070	1.8838	FOREST PROPERTIES LLC	OSW I1	IL			
1624130000001000010	0.6749	FOREST PROPERTIES LLC	OSW I1	IL			
1624120000001000030	7.9134	SOUTHWEST FLORIDA WATER	OSW RMH	RES-9			
<b>Total</b>	<b>1,063.4070</b>					<b>422.20</b>	<b>4,105,381.51</b>

Notes:

Density limits are based on Zoning classification, subject to underlying FLU classification  
Any parcel within C/L FLU, .025 Density limit controls

SunWest DRI  
Zoning Entitlement Calculation  
Lands Outside DRI

PARCELID	Acreage	NAME	WET_UP	Zoning	FLU	Density	# Units	FAR	Intensity
1624020000003000010	0.0376	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0009	.23 FAR	376.82
1624020000003000010	0.0214	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0005	.23 FAR	213.91
16240100000034000000	3.0483	SUN WEST ACQUISITION	UPLAND	AC	C/L	.025 DU	0.0762	.23 FAR	30,540.18
16241400000010000000	0.0543	SUN WEST ACQUISITION	UPLAND	AC	RES-6	.1 DU	0.0054	N/A	N/A
16241500000020000000	0.3478	SUN WEST ACQUISITION	UPLAND	AC	RES-6	.1 DU	0.0348	N/A	N/A
16241500000010000000	0.0769	SUN WEST ACQUISITION	UPLAND	AC	RES-6	.1 DU	0.0077	N/A	N/A
16241500000010000000	1.7280	SUN WEST ACQUISITION	UPLAND	AC	RES-6	.1 DU	0.1728	N/A	N/A
16242200000010000090	6.9229	SUN WEST ACQUISITION	UPLAND	AC	RES-6	.1 DU	0.6923	N/A	N/A
16240100000034000000	0.1406	SUN WEST ACQUISITION	UPLAND	R2	C/L	.025 DU	0.0035	.23 FAR	1,408.43
16241400000010000000	49.1665	SUN WEST ACQUISITION	UPLAND	R4	RES-6	6 DU	294.9993	N/A	N/A
16241400000010000000	0.0993	SUN WEST ACQUISITION	UPLAND	R4	RES-6	6 DU	0.5957	N/A	N/A
16241500000020000000	11.3579	SUN WEST ACQUISITION	UPLAND	R4	RES-6	6 DU	68.1476	N/A	N/A
16241500000010000000	21.3653	SUN WEST ACQUISITION	UPLAND	R4	RES-6	6 DU	128.1920	N/A	N/A
16242200000010000090	17.5643	SUN WEST ACQUISITION	UPLAND	R4	RES-6	6 DU	105.3855	N/A	N/A
<b>Subtotal Upland</b>							<b>598.3143</b>		<b>32,539.35</b>
<b>25% Bonus for class 1 wetlands</b>									
**NOT IN PARCELS**	29.5756	**NOT IN PARCELS**	WETLAND	**NONE**	**NONE**				
16240300000010000000	0.1045	SUN WEST ACQUISITION	WETLAND	**NONE**	**NONE**				
**NOT IN PARCELS**	20.3332	**NOT IN PARCELS**	WETLAND	**NONE	C/L	25% Bonus	0.1271		
**NOT IN PARCELS**	14.0547	**NOT IN PARCELS**	WETLAND	**NONE	CON				
1624020000003000010	10.1136	SUN WEST ACQUISITION	WETLAND	AC	**NONE**	25% Bonus	0.0632		
16240300000010000000	66.4024	SUN WEST ACQUISITION	WETLAND	AC	**NONE**	25% Bonus	0.4150		
1624100000002000010	0.0340	SUN WEST ACQUISITION	WETLAND	AC	**NONE**	25% Bonus	0.0002		
1624100000002000010	80.8102	SUN WEST ACQUISITION	WETLAND	AC	**NONE**	25% Bonus	0.5051		
16241100000010000030	24.9170	SUN WEST ACQUISITION	WETLAND	AC	**NONE**	25% Bonus	0.1557		
1624020000003000010	332.3581	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	2.0772		
1624020000003000010	0.2386	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.0015		
16240300000010000000	0.2453	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.0015		
16240300000010000000	32.3428	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.2021		
16240300000010000000	75.7227	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.4733		
16240100000034000000	1.3187	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.0082		
16240100000034000000	0.2717	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.0017		
1624100000002000010	0.0659	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.0004		
1624100000002000010	0.0225	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.0001		
16241100000010000030	0.2160	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.0014		
16241100000010000030	68.9480	SUN WEST ACQUISITION	WETLAND	AC	C/L	25% Bonus	0.4309		
16240300000010000000	0.0380	SUN WEST ACQUISITION	WETLAND	AC	CON				
16240300000010000000	0.0620	SUN WEST ACQUISITION	WETLAND	AC	CON				
1624100000002000010	4.4492	SUN WEST ACQUISITION	WETLAND	AC	CON				
1624100000002000010	3.2531	SUN WEST ACQUISITION	WETLAND	AC	CON				
1624100000002000010	6.2827	SUN WEST ACQUISITION	WETLAND	AC	CON				
1624100000002000010	13.3943	SUN WEST ACQUISITION	WETLAND	AC	CON				
1624100000002000010	0.3460	SUN WEST ACQUISITION	WETLAND	AC	CON				
1624100000002000010	32.3629	SUN WEST ACQUISITION	WETLAND	AC	CON				
1624100000002000010	26.0846	SUN WEST ACQUISITION	WETLAND	AC	CON				
16242200000010000090	0.0562	SUN WEST ACQUISITION	WETLAND	AC	CON				
16241400000010000000	11.0504	SUN WEST ACQUISITION	WETLAND	AC	RES-6	25% Bonus	0.2763		
16241500000020000000	1.1534	SUN WEST ACQUISITION	WETLAND	AC	RES-6	25% Bonus	0.0288		
16241500000010000000	1.0084	SUN WEST ACQUISITION	WETLAND	AC	RES-6	25% Bonus	0.0252		
16241500000010000000	5.5231	SUN WEST ACQUISITION	WETLAND	AC	RES-6	25% Bonus	0.1381		
16242200000010000090	0.0842	SUN WEST ACQUISITION	WETLAND	AC	RES-6	25% Bonus	0.0021		
16242200000010000090	0.4236	SUN WEST ACQUISITION	WETLAND	AC	RES-6	25% Bonus	0.0106		
16242200000010000090	11.6178	SUN WEST ACQUISITION	WETLAND	AC	RES-6	25% Bonus	0.2904		
1624020000003000010	0.2684	SUN WEST ACQUISITION	WETLAND	R2	C/L	25% Bonus	0.0017		
1624020000003000010	0.2351	SUN WEST ACQUISITION	WETLAND	R2	RES-6	25% Bonus	0.2703		
16242200000010000090	2.0716	SUN WEST ACQUISITION	WETLAND	R4	**NONE**	25% Bonus	3.1074		
16241400000010000000	132.4387	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	198.6581		
16241400000010000000	0.0437	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	0.0655		
16241400000010000000	0.2563	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	0.3845		
16241400000010000000	0.0500	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	0.0749		
16241400000010000000	0.0228	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	0.0341		
16241500000020000000	27.2684	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	40.9027		
16241500000010000000	50.6606	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	75.9909		
16242200000010000090	10.6968	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	16.0452		
16242200000010000090	52.4101	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	78.6152		
16242200000010000090	1.3428	SUN WEST ACQUISITION	WETLAND	R4	RES-6	25% Bonus	2.0142		
<b>Total</b>	<b>1153.0505</b>						<b>1,019.72</b>		<b>32,539.35</b>

In R4 zoning with RES-6 FLU, Verification that FLU density (6 DU/acre) with 25% bonus is less than 14.6 DU/acre on upland only

SunWest DRI

Zoning entitlement calculations

PARCELID	Acreage	NAME	WET_UP	Zoning	FLU	Density	# Units	FAR	Intensity
1624120000001000081	0.0283	SOUTHWEST FLORIDA WATER	UPLAND	AC	ROR	.1 DU	0.0028	.3 FAR	369.33
1624120000001000081	0.0932	SOUTHWEST FLORIDA WATER	UPLAND	AC	ROR	.1 DU	0.0093	.3 FAR	1,217.42
1624120000001000030	0.1565	SOUTHWEST FLORIDA WATER	UPLAND	C2	RES-9	N/A	N/A	.5 FAR	615.55
1624120000001000081	14.6965	SOUTHWEST FLORIDA WATER	UPLAND	C2	ROR	N/A	N/A	.6 FAR	384,107.00
1624120000001000030	31.3875	SOUTHWEST FLORIDA WATER	UPLAND	RMH	RES-9	8.8 DU	276.2097	N/A	N/A
1624120000001000030	0.0241	SOUTHWEST FLORIDA WATER	WETLAND	AC	RES-9				
1624120000001000030	0.0705	SOUTHWEST FLORIDA WATER	WETLAND	AR	RES-9				
1624120000001000030	0.1055	SOUTHWEST FLORIDA WATER	WETLAND	C2	RES-9				
1624120000001000081	1.2941	SOUTHWEST FLORIDA WATER	WETLAND	C2	ROR				
1624120000001000081	6.0351	SOUTHWEST FLORIDA WATER	WETLAND	C2	ROR				
1624120000001000081	2.4272	SOUTHWEST FLORIDA WATER	WETLAND	C2	ROR				
1624120000001000030	1.9273	SOUTHWEST FLORIDA WATER	WETLAND	RMH	RES-9				
1624120000001000030	21.2417	SOUTHWEST FLORIDA WATER	WETLAND	RMH	RES-9				
1624120000001000030	1.5877	SOUTHWEST FLORIDA WATER	WETLAND	RMH	RES-9				
1624120000001000030	7.9134	SOUTHWEST FLORIDA WATER	OSW	RMH	RES-9				
<b>SWFWMD Total</b>							<b>276.2219</b>		<b>386,309.30</b>
1624140000001000011	4.6734	WITHLACOOCHEE RIVER ELEC CC	UPLAND	R4	RES-6	6 DU	28.0402	N/A	N/A

**NOTICE OF ADOPTION OF THE DEVELOPMENT ORDER  
FOR THE SUNWEST HARBOURTOWNE  
DEVELOPMENT OF REGIONAL IMPACT NO. 267**

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No ~~16-106~~ dated March 30, 2010, has adopted the development order (DO) for a Development of Regional Impact. The above-reverenced DO constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO.

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

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

**DONE AND RESOLVED** this 30th day of March, 2010.



*Paula S. O'Neil*

PAULA S. O'NEIL, CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF  
PASCO COUNTY, FLORIDA

*Pat Mulieri*

PAT MULIERI, ED.D, CHAIRMAN

**APPROVED**

**MAR 30 2010**

**BOCC**