

#119



PASCO COUNTY, FLORIDA

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RETURN RECEIPT REQUESTED

March 15, 2012

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

RE: Northwood Development of Regional Impact (DRI) #119
Development Order Amendment

Dear Mr. Meyer:

Enclosed, please find an original executed development order amendment for Northwood DRI #119, (Resolution No. 12-131), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025, Florida Administrative Code. This development order amendment was approved by the Board of County Commissioners on March 6th, 2012.

Please contact me with any questions at (727) 847-8193 or cspidell@pascocountyfl.net.

Sincerely,

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

Cynthia D. Spidell, MBA
Sr. Planner & DRI Coordinator

Enclosure

BY COMMISSIONER _____

RESOLUTION NO. 12-131

RESOLUTION AMENDING THE DEVELOPMENT ORDER FOR THE NORTHWOOD DEVELOPMENT OF REGIONAL IMPACT NO. 119 (RESOLUTION NO. 86-17) AS AMENDED, BY SPECIFICALLY APPROVING TWO HUNDRED SIXTY (260) SINGLE FAMILY RESIDENTIAL UNITS AND 25,000 SQUARE FEET OF COMMERCIAL; IDENTIFYING SPECIFIC PARCELS SUBJECT TO THE BUILD-OUT DATE FOR SPECIFIC ENTITLEMENTS; MODIFYING MAP H TO REFLECT LOCATION OF SCHOOL SITE AND CONVEYANCE REQUIREMENTS; ADDING ACCESS TO COMMERCIAL PARCEL; CONVERTING LAND USES ON SPECIFIC ACREAGE FROM RESIDENTIAL TO OPENSOURCE / COMPENSATORY STORAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 380.06, Florida Statutes, on October 8, 1985, the Pasco County Board of County Commissioners (County) adopted a Development Order approving, with conditions, the Northwood Development of Regional Impact (Project), by Resolution No. 86-17 (DO); and

WHEREAS, on December 17, 1985, the County adopted Resolution No. 86-68 amending the DO, which included an amendment to the Master Drainage Plan requirement; and

WHEREAS, on October 21, 1986, the County adopted Resolution No. 87-17 amending the DO; however, Resolution No. 87-17 was not properly rendered, pursuant to Chapter 380, Florida Statutes, and was repealed by Resolution No. 95-41; and

WHEREAS, on November 15, 1994, the County adopted Resolution No. 95-41, an amendment to the DO, which included among other amendments, an

extension of the Development build-out and phases thereof by six (6) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on October 12, 1999, the County adopted Resolution No. 00-13, an amendment to the DO, which included among other amendments, an extension of the Development build-out for Phases II and III by ten (10) years to September 23, 2010, for a cumulative total extension of sixteen (16) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on April 18, 2000, the County adopted Resolution No. 00-172, an amendment to the DO, which included amendments to (1) add residential support land uses in Phase II; (2) increase Phase II residential entitlements; (3) increase Phase II commercial entitlements; and (4) revise the Master Development Plan; and

WHEREAS, on June 8 2004, the County adopted Resolution No. 04-205, an amendment to the DO, which included among other amendments, the identification of the location of County Road 581 drainage facilities; and

WHEREAS, on November 8, 2006, the County adopted Resolution No. 07-39, an amendment to the DO, which included among other amendments, the following: 1) an extension of time to complete the construction of drainage facilities for County Road 581 from May 15, 2005 to six (6) months after the approval of Resolution No. 07-39; 2) an extension of the date set for conveyance to Pasco County of one acre of property for drainage if said construction deadline cannot be met from June 15, 2005 to seven months after the approval of Resolution No. 07-39; and, 3) an extension of time for commencement of the

construction of Pipeline Project "A", and an extension of time to complete said Pipeline Project; and

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

WHEREAS, Subsections 380.06(19)(c) and 380.06(19)(e)3., Florida Statutes provide for a three (3) year extension of all phase, build-out, and expiration dates for projects that are developments of regional impact and under active construction as of July 1, 2007 regardless of any prior extension (Three-Year Regional Review Extension); and

WHEREAS, during the 2009 legislative session, an additional two (2) year build-out date extension for purposes of regional and state review was granted under State law pursuant to Senate Bill 360; and

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

WHEREAS, on September 09, 2009, the Board adopted Resolution 09-363, an amendment to the DO, which included among other amendments, the following: amend Map H to accurately reflect the correct amount of uplands available for commercial land uses on Parcel 1, allow multi-family and

townhouses as an alternative use for Parcel 1, include a land use equivalency matrix for Parcel 1, incorporate the One-Year Extension, Two Year Extension, and Three-Year Regional Review Extension, and to further define the term build-out date for Parcels 1, 12, 13, 14, and 18; and

WHEREAS, on June 2, 2011, the Florida Governor signed into law Chapter 2011-139, Laws of Florida which included an additional four (4) year extension of DRI commencement, build-out, expiration, and mitigation dates (the 4-year Extensions); and

WHEREAS, on July 26, 2011, the County implemented the 4-year Extensions and adopted Resolution 11-301 pursuant to the County's Concurrency Management Regulations to extend, without additional concurrency review or analysis, the DRI commencement, build-out, expiration, and mitigation dates of DRIs in Pasco County by an additional four (4) years; and

WHEREAS, in 2011, the Governor issued Emergency Order Numbers 11-128, 11-172, and 11-202 further extending project build-out dates by an additional 306 days (the Emergency Order Extension); and

WHEREAS, the Project is eligible for the 4-year Extensions and Emergency Order Extension; and

WHEREAS, on December 6, 2010, in accordance with Section 380.06(19), Florida Statutes, as amended, Bruce R. Keene (Applicant) filed a Notification of a Proposed Change to a Previously Approved DRI and associated responses to the requests for additional information (including an incremental traffic analyses) (NOPC), with the County, with copies provided to the TBRPC, the Florida Department of Economic Opportunity (DEO) f/k/a, the Department of

Community Affairs (DCA), Hillsborough County and FDOT; requesting the following:

1. Add nine (9) Single-Family residential units to overall project entitlements (increase the total from 1830 units to 1839 units); and

2. Specifically approve the final 260 single-family residential units on Parcels 5 and 6 (inclusive of the nine [9] unit increase) and 25,000 square feet of Commercial (Parcel 7); and

3. Establish the state/regional build-out date of September 23, 2013 for the areas subject to this NOPC's traffic study and further recognize the 4-year Extensions and Emergency Order Extension; and

4. Designate Parcel 2 as the 15-acre Elementary School Site and update the school site conditions to specify the District School Board of Pasco County and Owner/Developer responsibilities; and

5. Modify the Master Development Plan (Map H) to reduce the residential acreage and increase the open space/compensatory storage acreage, designate the School Site, add an access point to the Commercial Tract Parcel 7, amend the land use chart to reflect the DO entitlements and fix scrivener's errors; and

WHEREAS, Bruce R. Keene is Agent of Record for land owned by Lem P. Woods, Jr., Julianne Woods Johnson, Elizabeth W. Smith, Pamela Woods Keene, Linda Webb Woods, Beth Woods Sessums, and Barbara Anderson Woods As Trustee of the Barbara Anderson Woods Trust; and

WHEREAS, the Applicant has elected to have this NOPC reviewed pursuant to the DRI and transportation concurrency requirements in effect at the time the NOPC was submitted; and

WHEREAS, the TBRPC, in conjunction with the FDOT and Pasco County, determined based on the NOPC traffic study that no additional proportionate share mitigation is required for the specific approval herein of the 260 residential units and 25,000 square feet of commercial; however, such entitlements shall remain subject to the payment of transportation impact fees or mobility fees; and

WHEREAS, the Applicant's NOPC submittal included data, analysis, and other clear and convincing evidence that no unmitigated regional impacts would result from the requested modifications upon inclusion of recommended conditions in the TBRPC NOPC Report for the Project; and

WHEREAS, Pursuant to Subsection 380.06(19)(3)(e), Florida Statutes, the proposed changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided sufficient information to rebut the presumption of a substantial deviation. The review by the County, TBRPC, other participating agencies, and interested citizens reveals that the proposed changes do not create additional impacts on regionally significant natural resources, facilities, and services beyond those approved in the original DO, and that impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes. The proposed changes, therefore, do not constitute a "substantial deviation" from the original DO, pursuant to 380.06, Florida Statutes; and

WHEREAS, the Board, as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider amendments to DRI's; and

WHEREAS, the public notice requirement of Chapter 380.06(19), Florida Statutes, has been satisfied; and

WHEREAS, the Board has reviewed the proposed changes, as well as all related testimony and evidence submitted by each party and members of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the Proposed Changes to the Northwood Development Order as described in the NOPC are approved and the Development Order is amended as set forth below:

I. GENERAL FINDINGS OF FACT

The Board, having received the NOPC and having received all related comments, testimony and evidence submitted by each party and members of the general public, finds that there is substantial competent evidence to support the following findings of fact:

A. The foregoing "Whereas" recital clauses are hereby incorporated as Findings of Fact.

B. The Development Order is a valid, final development order within the provision of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.

C. The NOPC includes a description of the Proposed Changes.

D. A comprehensive review of all the impacts generated by the Proposed Changes, together with all previous amendments, has been conducted by the County, the TBRPC, and the DEO.

E. The Proposed Changes, together with all previous amendments and as conditioned by this development order, do not create additional, unmitigated regional impacts on transportation or other public facilities, including water, wastewater, drainage, solid waste, recreation, and mass transit from the original projections set forth in the Application for Development Approval (ADA).

F. The property is not located in an area of critical state concern as designated by Chapter 380.05, Florida Statutes.

II. CONCLUSIONS OF LAW

The Board, having made the above findings of fact, reaches the following conclusions of law:

A. As conditioned, development in accordance with the Proposed Changes will not unreasonably interfere with the achievement of the objectives of the adopted State Comprehensive Plan.

B. As conditioned, this DO addresses the issues raised consistent with the TBRPC NOPC 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. As conditioned, the Proposed Changes, together with all previous amendments, do not create additional, unmitigated impacts to public facilities or any type of unmitigated regional impact beyond those treated under the Development Order. The proposed amendments, therefore, do not constitute a substantial deviation from the Development Order pursuant to Chapter 380.06, Florida Statutes.

H. Nothing herein shall limit or modify the rights originally approved by the Development Order of the protection afforded under Section 163.3167(8), Florida Statutes.

I. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings; the various departments of the County and Developer are authorized to approve/conduct development as described herein.

J. The review by the County, TBRPC and other participating agencies and interested citizens reveals that the proposed changes as conditioned do not create additional, unmitigated impacts on regionally significant natural resources, facilities and services beyond those previously reviewed in ADA, and that mitigation of all impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

III. ORDER

The Board, having made the above findings of fact and having drawn the above conclusions of law, hereby approves the Proposed Changes and the Proposed Development as defined herein and orders that the Development Order be amended as follows:

A. Master Development Plan. The revised Master Development Plan, Map H, which reflects the Proposed Changes and which is attached hereto and made a part hereof as Exhibit "B", is hereby approved and adopted, and becomes part of the Development Order. This revised Master Development Plan supersedes all previously adopted master plans. Nothing however shall prevent the County from zoning the property consistent with the revised Master Development Plan upon receipt of a Zoning Permit application.

B. Section III, A. of Pasco County Resolution No. 04-205 **09-363** is hereby amended as follows:

Development Entitlements. The development entitlements for the Project are comprised of previously specifically approved increments and the increment proposed and specifically approved by this Resolution. ~~As well as conceptually approved entitlements not specifically approved by this Resolution. Conceptually approved entitlements require further transportation analysis and/or improvements in accordance with Section B.12 of the Development Order.~~ These increments are as follows:

Increment	Residential	Commercial	Build-Out Date
Previous Specific Approvals	955	260,000	December 31, 2007*

Specific Approvals Per this DO Amendment	624-1	277,500-2	December 31, 2007*
Conceptual Approval remaining after this DO Amendment	251	25,000	Conceptual September 23, 2010
Previous Specific Approvals <u>(Single-Family)</u> <u>(Multifamily)</u>	<u>1,579</u> ⁽¹⁾ <u>(955)</u> <u>(624)</u> ⁽¹⁾	<u>537,500</u> ⁽²⁾	December 31, 2007 <u>July 26, 2018*</u>
Specific Approvals Per this DO Amendment	<u>260</u> ⁽³⁾	25,000 ⁽⁴⁾	<u>July 26, 2018**</u>
TOTAL <u>Single-Family</u> <u>Multifamily</u>	<u>1,839</u> <u>(1,215)</u> <u>(624)</u> ⁽¹⁾	<u>562,500</u>	

* For entitlements within Parcel 1, 12, 13, 14 and 18 the term "build-out date" for state and regional review purposes shall mean the substantial completion by December 31, 2007 of all offsite infrastructure improvements necessary for the approved entitlements as required in the Development Agreement dated August 10, 2004 (3), and the issuance of necessary building permits for vertical construction by July 26, 2018 ~~September 23, 2013~~, unless otherwise extended by state law. The July 26, 2018 ~~September 23, 2013~~ date includes the Three-Year Regional Review Extension, 4-year Extensions, and Emergency Order Extension.

(1) 624 Allocated for Parcels 12 & 13

(2) 277,500 Allocated to Parcels 1, 14 and 18

(3) These improvements were substantially completed by December 31, 2007.

(3) 260 single family units Allocated to Parcels 5 & 6

(4) 25,000 s.f. of commercial Allocated to Parcel 7

For transportation concurrency purposes and entitlements within Parcels 1, 12, 13, 14 and 18 the term "build-out date" shall mean the substantial completion by December 31, 2007 of all offsite infrastructure improvements necessary for the approved entitlements as required in the Development Agreement dated

August 10, 2004³, and the issuance of necessary building permits for vertical construction by ~~July 26, 2018~~September 23, 2013, unless **such build-out date is otherwise extended or eliminated** pursuant to the County's Concurrency Management **regulations** Ordinance. The ~~July 26, 2018~~September 23, 2013 date for transportation concurrency includes the One-Year Extension, ~~and the Two-Year Extension,~~ **4-year Extensions and Emergency Order Extension**. Any delay in the transportation concurrency build-out date of the project beyond ~~July 26, 2018~~ September, 2013, may require a new transportation analysis, in accordance with applicable law, as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The County Administrator or the Board of County Commissioners may waive any applicable transportation analysis requirement for any entitlements within the project that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management **regulations** 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.

~~To the extent any other entitlements have not yet been specifically approved, the build-out date for such remaining entitlements will be determined at the time such entitlements are specifically approved.~~

****The build-out date for state/regional purposes and DO expiration date is July 26, 2018. The July 26, 2018 date includes the 4-yr Extensions, Emergency Order Extension, and any other extensions granted through 2011.**

The project is located in the County's Urban Service Area/Transportation Concurrency Exception area. Pursuant to Ordinance 11-08, the Project shall be exempt from the transportation concurrency and Traffic Study requirements in the County's land development regulations upon paying, or agreeing to pay, mobility fees. If the Project elects to invoke the mobility fee opt-out provision pursuant to Ordinance 11-08, the transportation concurrency exemption will not apply and the concurrency build-out date shall be July 26, 2018 which includes the 4-yr Extensions, Emergency Order Extension, and any other extensions granted through 2011. Any delay in the build-out date of the Project beyond July 26, 2018, may require a new transportation analysis, in accordance with applicable law, as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The County Administrator or the Board of County Commissioners may waive any applicable transportation analysis requirement for any entitlements within the project that satisfy the Limited Exemption criteria of the County's Concurrency Management regulations; 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.

C. Condition B.14.a of Resolution 86-17, as modified by Condition 4.O.a of Resolution No. 95-41, as further modified by Condition III.C of Resolution 04-205, and as further modified by Condition 09-363 is hereby further amended as follows:

a. ~~A school site in a geographical location acceptable to the School Board consisting of a minimum 15 contiguous upland developable acres suitable for a school site shall be conveyed to the School Board by July 1, 2008. The owner conveying the proposed site to the School Board shall provide for site access to said school site by a minimum two-lane paved roadway, as well as access to water, sewer, and electrical facilities (suitable for a school) prior to completion of the construction of the school.~~

a. Subject to the Owner/Developer's compliance with the requirements set forth herein, the Pasco County School Board (School Board) has determined that Parcel 2 is an acceptable site for an elementary school. Parcel 2 consists of a minimum of fifteen (15) contiguous upland developable acres. The Owner shall convey at no cost to the School Board other than the credits set forth herein, fifteen (15) contiguous upland acres on Parcel 2 for development of an elementary school to serve the Project and surrounding developments (School Site). The School Site shall be conveyed to the School Board within ninety (90) days of the date of receipt of a written request prepared by the School Board. The conveyance shall be accomplished through delivery of a warranty deed accompanied by a title search, the issuance of a title policy and a survey or sketch acceptable to the School Board.

b. The conveyance of the school site shall be in a form acceptable to the School Board, shall be free and clear of liens, and shall be excluded from the boundaries of all special districts and exempt from all covenants and deed restrictions, except that the property shall be limited to use as a school site.

c. In accordance with the Pasco County School Impact Fee Ordinance No. 01-06, as amended, the owner of the land conveyed shall receive school impact fee credits for the upland developable acreage conveyed to the School Board for the total purchase price agreed upon by the owner and the School Board **not to exceed** the amount of \$30,000 per net upland useable acre and such other credits as are available pursuant to **this Resolution and the** School Impact fee Ordinance.

d. If a roadway conveyance or the School Site conveyance creates a strip of land between the proposed access roads and the School Site, the Owner/Developer shall be required to adjust or provide additional conveyances as requested by and at no cost to the School Board.

~~d. _____ Once the school site is agreed upon, Map H shall be revised accordingly and submitted to the County, the Florida Department of Community Affairs and the Tampa Bay Regional Planning Council, but no Notice of Proposed Change or other Amendments to the Development Order shall be required. No preliminary plans, preliminary site plans or construction plans shall be approved for Parcels 2, 3 4, 5, 6, and 7 until such time that the school site is agreed upon, and Map H revised to designate the school site. The School Board has agreed that Parcel 1 is not an appropriate location for the school site.~~

~~However, the developer of Parcel 1 shall provide adequate right of way for an appropriate access road along the western boundary of Parcel 1 (from County Line Road to the southwestern boundary of Parcel 2) sufficient to accommodate access to the school, and sufficient to accommodate the proposed County subdivision collector road connecting County Line Road to Northwood Palms Boulevard. Parcel 1 shall not be responsible for any costs associated with building the access road or other appurtenances required to service the school site, except for access related improvements and other appurtenances that are necessary to serve Parcel 1.~~

e. Concurrent with delivery of the warranty deed, Owner shall dedicate an easement to the School Board for purposes of construction and maintenance of surface water storage and storm water detention areas sufficient to address stormwater regulatory requirements directly related to construction of an elementary school. The easement shall include an area designated for access to the drainage facilities. The drainage infrastructure contemplated by this easement will be constructed outside the boundary of Parcel 2. The location of the easement is generally depicted on the sketch attached hereto as Exhibit C.

f. Owner shall include the described drainage infrastructure for the elementary school and the drainage infrastructure for the school's access road as proposed uses in the SWFWMD construction permit application for the residential development on Parcels 5 and 6. The School Board shall be responsible for any amendments or permit modifications to the construction permit necessitated by final design of the elementary school.

g. Owner shall be responsible for constructing the described drainage facilities concurrent with development of Parcels 5 and 6. Construction shall proceed in accordance with the Permit obtained by Owner. Owner will cooperate with the School Board to ensure that design of the drainage facilities is responsive to the engineering requirements attendant to the proposed elementary school. If requested by Owner, the School Board shall provide a temporary construction access easement through Parcel 2 for construction of the drainage facilities. The access easement shall be of sufficient width to permit access by required construction vehicles. Owner will mass grade and provide adequate fill to address construction of the school in accordance with applicable state and local regulations and a grading plan as provided by the School Board. Owner and School Board agree that excess fill material, not needed for the construction of the school site, removed during construction of the drainage facilities shall be the property of Owner. School Board shall have opportunity to inspect and approve the construction of the drainage facilities and the mass grading of the school site.

h. If the School Board decides to construct the drainage facilities prior to Owner's development of the Residential Parcels 5 and 6, Owner shall grant the School Board a temporary access easement of sufficient width to permit access by construction vehicles. Owner shall select the alignment for the easement. Fill materials removed by the School Board during construction which are in excess of the amount required to construct the school shall remain the property of Owner and be stockpiled at a mutually acceptable location.

i. The School Board has agreed that Parcel 1 is not an appropriate location for the school site. However, the owner/developer of Parcel 1 shall provide adequate right-of-way (including but not limited to drainage facilities) to the School Board for an appropriate access road near~~along~~ the western boundary of Parcel 1 (from County Line Road to the southwestern boundary of Parcel 2) sufficient to accommodate access to the ~~s~~School Site, and ~~sufficient to accommodate the proposed County subdivision collector road connecting County Line Road to Northwood Palms Boulevard.~~ Such conveyance shall be required prior to the first preliminary development plan approval for Parcel 1 or within 90 days of the County's request, whichever occurs first. Parcel 1 shall not be responsible for any costs associated with building the access road or other appurtenances required to service the ~~S~~school ~~s~~Site, except for access related improvements and other appurtenances that are necessary to serve Parcel 1.

j. The proposed Owner/Developer of Residential Parcels 5 and 6, has negotiated a contract to purchase Parcel 1 from Northwood Village, LLC. In the event the Owner/Developer of Residential Parcels 5 and 6 does not consummate its purchase and closing upon Parcel 1 within one year of the 2012 DO approval and applicable appeal period then section III.C.i. in the 2012 DO shall revert to the following language below:

"The School Board has agreed that Parcel 1 is not an appropriate location for the school site. However, the developer of Parcel 1 shall provide adequate right-of-way for an appropriate access road along the western boundary of Parcel 1 (from County Line

Road to the southwestern boundary of Parcel 2) and sufficient to accommodate access to the school. Parcel 1 shall not be responsible for any costs associated with building the access road or other appurtenances required to service the school site, except for access related improvements and other appurtenances that are necessary to serve Parcel 1."

In the event the Owner/Developer of Residential Parcels 5 and 6 is not successful in consummating its purchase and closing upon Parcel 1 due to default by the Parcel 1 Owner, the section III.C.i. language in the 2012 DO will remain unchanged.

k. Pursuant to Comprehensive Plan Policy PSF 2.2.3, Connectivity to Schools which requires that new residential projects construct the sidewalks, trails and bikeways necessary to connect school sites to sidewalks, trails, and bikeways, the Owner/Developer of Parcels 5 and 6 shall be required to design, permit, and construct an 8-foot wide pedestrian/bicycle path from Northwood Palms Boulevard to the School Site on Parcel 2 (Bike/Ped Path). The Owner/Developer of Parcels 5 and 6 shall be required to permit and construct the Bike/Ped Path prior to plat (or construction plan approval where no plat is required) approval for the 130th single family residential unit on Parcels 5 or 6 or prior to the opening of the Elementary School on Parcel 2, whichever occurs first. The Bike/Ped Path shall be located on the area already disturbed/impacted from the prior use of the property. Additionally, the Bike/Ped Path shall be constructed of materials capable of accommodating pedestrians and bicycles to the extent allowed by applicable permitting agencies. The Owner/Developer of Parcels 5

and 6, Homeowner's Association for Parcels 5 and 6, or other responsible entity acceptable to the County shall be required to maintain the Bike/Ped Path. The costs associated with permitting, constructing, and/or maintaining the Bike/Ped Path shall not be creditable toward mobility fees or school impact fees. If the Owner/Developer keeps the streets within Parcel 5 and 6 private or if any part of the interconnected access plan to the School site is private, then the Owner/Developer of Parcels 5 and 6, Homeowner's Association for Parcels 5 and 6, or other responsible entity acceptable to the County will provide a bicycle/pedestrian access easement to the public so that parents, students, and school employees can walk or bike to school through the Bike/Ped Path. The Owner/Developer of Parcels 5 and 6, Homeowner's Association for Parcels 5 and 6, or other responsible entity acceptable to the County will not be required to provide this easement until the school on Parcel 2 is constructed and open. Access will be limited to days when the school is open.

I. Prior to the first site plan submittal for Parcels 5 and 6, the Owner/Developer of Parcels 5 and 6 shall be submit a bicycle/pedestrian plan depicting the Bike/Ped Path and other pedestrian or bicycle facilities required by the LDC.

m. Within two (2) years from this NOPC approval, but no later than prior to issuance of the first building permit within Parcels 5 or 6:

a. An easement agreement shall be obtained from the Crossroads Community United Methodist Church (Parcel ID 35 26 19 0000 00300 0020) to accommodate cross access between the church and the school access road.

b. The School Board shall enter into an interlocal agreement with Hillsborough County or other written assurance acceptable to the School Board that ensures to the satisfaction of the School Board that the Access Improvements identified below can be physically constructed within Hillsborough County's right-of-way.

n. Subject to Parcel 1's obligations set forth herein and the Developer/Owner's obligations set forth herein, the School Board shall be responsible for designing, permitting, and constructing (including right of way acquisition costs and damages, if any) the school access road and the following access improvements (Access Improvements):

1. Construct an extension of the existing eastbound to northbound left turn lane (from County Line Road to the access road) at the proposed School Site entrance (on County Line Road) to a total length of 860 feet (this requires Hillsborough County approval to reduce the length of the existing westbound to southbound left turn lane of the Nashville Drive/County Line Road intersection by approximately 150 feet).

2. Design and construction of delineators to separate such left turn lane in No. 1 above from the westbound to southbound left turn lane at the Nashville/County Line Road intersection.

3. Design and construction of a 930-foot westbound to northbound right turn lane (on County Line Road to the school access road).

4. Signalization of County Line Road and the Access Road.

5. Any engineering, design, and/or construction necessary to convert the existing full-movement entrance for the Crossroads Community United Methodist Church (Parcel ID which is located immediately west of Northwood DRI) to a right-out only access.

6. The access road from County Line Road to the School Site shall be a public road owned by the School Board.

o. At the time of School Site plan review pursuant to the Interlocal Agreement between the County and the School Board, such site plan shall demonstrate consistency with the Tindale Oliver/Volkert Traffic Related Guidelines to Assist with School Site Selection for Elementary, Middle and High Schools in Pasco County, Florida (dated October 27, 2008).

p. In exchange for Owner undertaking and completing the design and permitting of the school site drainage facilities, SWFWMD ERP Permitting, mass grading the school site to meet local and state requirements, and providing fill dirt necessary to meet the school's grading requirements described herein, the School Board shall be responsible for all costs related to construction of the access road and Access Improvements identified above, including but not limited to: design, engineering, right of way acquisition costs and damages (if any), and required drainage. The School Board shall also be responsible for extension of water, sewer and electrical facilities required to serve the elementary school. Owner shall be entitled to school impact fee credits based upon the value of the dedication of the school site (not to exceed \$30,000 per net upland useable acre), the value of the acreage dedicated to off-site drainage for the school site (not to exceed \$30,000 per net upland useable

acre), the cost of designing and constructing of the drainage facilities, the cost of stabilization of the school site and provision of fill materials to the extent such values and costs exceed the School Board's costs related to the construction of the access road (including right of way acquisition costs and damages, if any), Access Improvements, and the extension of water, sewer and electrical facilities. The Developer/Owner shall not be entitled to such credits until the School Board completes an engineering cost estimate for the access road, Access Improvements, and extension of water, sewer and electrical facilities, and until the Parcel 1 owner/developer dedicates the right-of-way for the access road.

IV. EFFECTIVE DATE AND TRANSMITTAL.

A. This resolution shall take effect upon transmittal to the DEO, the TBRPC, and the Developer. The effectiveness of this DO shall be stayed by the filing of a notice of appeal pursuant to Section 380.07, Florida Statutes.

B. 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.

C. The Clerk of the Board of County Commissioners shall return five (5) signed originals of this DO and the Notice of Adoption to the Planning and Growth Management Department. The Planning and Growth Management Department shall then render such documents to the DEO, TBRPC, and to the attorneys of record in these proceedings.

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

V. Severability

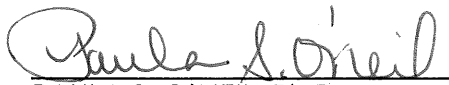
E. Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make 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 which has been declared invalid or illegal.

DONE AND RESOLVED THIS 6th day of March, 2012.



BOARD OF COUNTY
COMMISSIONERS OF PASCO
COUNTY, FLORIDA


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


ANN HILDEBRAND
CHAIRMAN

APPROVED
IN SESSION

MAR 06 2012

PASCO COUNTY
BCC

EXHIBITS

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B MAP H

EXHIBIT C SCHOOL DRAINAGE EASEMENT LOCATION SKETCH

EXHIBIT A

EXHIBIT "A"

Legal Description

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W ¼) thereof, and less and except the right-of-way for C.R. 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for C.R. 581 and C.R. 582, Pasco County, Florida.

Comprising approximately 1,084.5 acres.



**NORTHWOOD
SINGLE FAMILY AND SCHOOL PARCEL:**

DESCRIPTION (Taken from Chicago Title Insurance Company, Commitment for Title Insurance, Order No.: 3108249, dated April 16, 2001):

A portion of Sections 35 and 36, Township 26 South, Range 19 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 35; thence S.89°06'07"E., along the North boundary line of said Northeast 1/4, a distance of 306.24 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along said North boundary line, S.89°06'07"E., a distance of 1652.02 feet to a point on the Southwesterly right-of-way line of State Road 56; thence 906.19 feet along the arc of a curve to the left having a radius of 2431.83 feet, a central angle of 21°21'02" and a chord of 900.95 feet which bears S.80°41'21"E., to a point of tangency; thence continuing along the Southerly right-of-way line of said State Road 56 the following (3) three courses; (1) N.88°38'08"E., a distance of 305.67 feet; (2) S.85°39'14"E., a distance of 100.50 feet; (3) N.88°38'08"E., a distance of 572.67 feet to a point on the Easterly boundary line of that certain Utility Easement as recorded in Official Records Book 3404, Page 995, of the Public Records of Pasco County, Florida; thence along said Easterly boundary line the following 4 (four) courses; (1) S.00°14'31"W., a distance of 377.46 feet; (2) N.89°45'29"W., a distance of 10.00 feet; (3) S.00°14'31"W., a distance of 425.41 feet to the beginning of a curve to the left; (4) thence southerly 372.81 feet along the arc of said curve, having a radius of 1572.74 feet, a central angle of 13°34'54", and a chord of 371.94 feet bearing South 06°32'56" East to the southwesterly extension of the north boundary of NORTHWOOD UNIT 9 according to the map of plat thereof as recorded in Plat Book 44, Pages 50-53 of the Public Records of Pasco County, Florida; thence North 66°37'47" East, along said southwesterly extension of the north boundary of NORTHWOOD UNIT 9, a distance of 5.08 feet to the northwest corner of said NORTHWOOD UNIT 9; thence along the boundary of said NORTHWOOD UNIT 9 the following four (4) courses; (1) southeasterly 139.52 feet along the arc of a non-tangent curve to the left, having a radius of 1567.74 feet, a central angle of 05°05'58", and a chord of 139.47 feet bearing S.15°51'25"E. ; (2) thence S.18°24'23"E., a distance of 218.96 feet to the beginning of a curve to the right; (3) thence 15.29 feet along the arc of said curve having a radius of 1707.26 feet, a central angle of 00°30'48" and a chord of 15.29 feet bearing S.18°08'59"E.; (4) thence S.58°40'06"W., 60.91 feet to the northeast corner of NORTHWOOD UNIT 7, according to the map or plat thereof as recorded in Plat Book 34, Pages 115-119 of the Public Records of Pasco County, Florida, thence S.58°40'06"W., along the Northwesterly boundary line of said NORTHWOOD UNIT 7, a distance of 1038.52 feet; thence continuing along said Northwesterly boundary line, S.06°38'19"W., a distance of 290.04 feet; thence S.51°19'42"W., along the northwesterly line of NORTHWOOD UNIT 3B according to the map of plat thereof as recorded in Plat Book 34, Page 71-74 of the Public Records of Pasco County, Florida, and the northwesterly boundary line of NORTHWOOD UNIT 5 according to the map of plat thereof recorded in Plat Book 38, Pages 147-149 of the Public Records of Pasco County, Florida, a distance of 1969.61 feet to the Northwest corner of said NORTHWOOD UNIT 5; thence S.00°16'48"W., along the West boundary line of said NORTHWOOD UNIT 5, a distance of 1345.73 feet to the Southwest corner of said NORTHWOOD UNIT 5; thence N.89°43'12"W., along a line 60.00 feet North of and parallel to the South boundary line of the Southeast 1/4 of said Section 35, also being the North right-of-way line of County Line Road, a distance of 1508.88 feet; thence continuing along said North right-of-way line, N.89°58'10"W., along a line 60.00 feet North of and parallel to the South boundary line of the Southwest 1/4 of said Section 35, a distance of 439.74 feet to the Southeast corner of that certain parcel described as Parcel 7 in Official Records Book 3551, page 612 of the Public Records of Pasco County, Florida; thence N.00°39'33"E., along the East boundary line of said Parcel 7, a distance of 520.03 feet to the Northeast corner of said Parcel 7; thence N.89°58'10"W., along the North boundary line of said Parcel 7, a distance of 882.93 feet to the Northwest

corner of said Parcel 7; thence N.00°39'33"E. along the East boundary line of the West 1/4 of said Section 35, a distance of 3522.16 feet to the Southwest corner of that certain parcel described as Parcel 2 in Official Records Book 3551, page 612, of the Public Records of Pasco County, Florida; thence S.89°06'22"E., along the South boundary line of Parcels 2, 4 and 6, as described in Official Records Book 3551, page 612, of the Public Records of Pasco County, Florida, a distance of 1323.33 feet to a point on the East line of the West 1/2 of said Section 35; thence S.89°05'47"E. a distance of 306.44 feet to the Southeast corner of said Parcel 6; thence N.00°39'33"E., along the East boundary line of said Parcel 6, a distance of 1100.03 feet to the POINT OF BEGINNING.

Said parcel contains 423.106 acres, more or less.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A parcel of land lying in the Northwest 1/4 of Section 36, Township 26 South, Range 19 East, Pasco County, Florida, being particularly described as follows:

Commence at the Northwest corner of said Section 36; thence South 00°24'20" West, along the West line of the Northwest 1/4 of said Section 36, 131.34 feet to the POINT OF BEGINNING on the South right-of-way line of State Road 56; thence 203.27 feet along said right-of-way line and along the arc of a non-tangent curve to the left having a radius of 2,431.83 feet, a central angle of 04°47'21", and a chord of 203.21 feet bearing South 88°58'11" East; thence North 88°38'08" East, continuing along said right-of-way line, 305.67 feet; thence South 85°39'14" East, continuing along said right-of-way line, 100.50 feet; thence North 88°38'08" East, continuing along said right-of-way line, 492.63 feet to the West boundary of a Utility Easement as recorded in Official Record 3404, Page 995 of the public records of Pasco County, Florida; thence South 00°14'31" West, along said West utility easement boundary, 375.23 feet; thence South 89°45'29" East, continuing along said West utility easement boundary, 10.00 feet; thence South 00°14'31" West, continuing along said West utility easement boundary, 247.52 feet; thence North 89°45'29" West, 148.05 feet; thence North 33°53'23" West, 230.01 feet; thence North 62°00'11" West, 80.64 feet; thence North 66°02'00" West, 194.46 feet; thence South 82°42'01" West, 200.44 feet; thence North 74°50'06" West, 400.35 feet; thence North 00°24'20" East, along the West boundary of the Northwest 1/4 of said Section 36, 227.38 feet to the POINT OF BEGINNING.

Said parcel contains 9.565 acres, more or less.

Net area of surveyed parcel = 423.106 - 9.565 = 413.583 acres, more or less.

**NORTHWOOD
COMMERCIAL PARCEL:**

A parcel of land lying in the Northwest 1/4 of Section 36, Township 26 South, Range 19 East, Pasco County, Florida, being particularly described as follows:

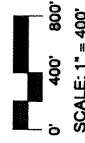
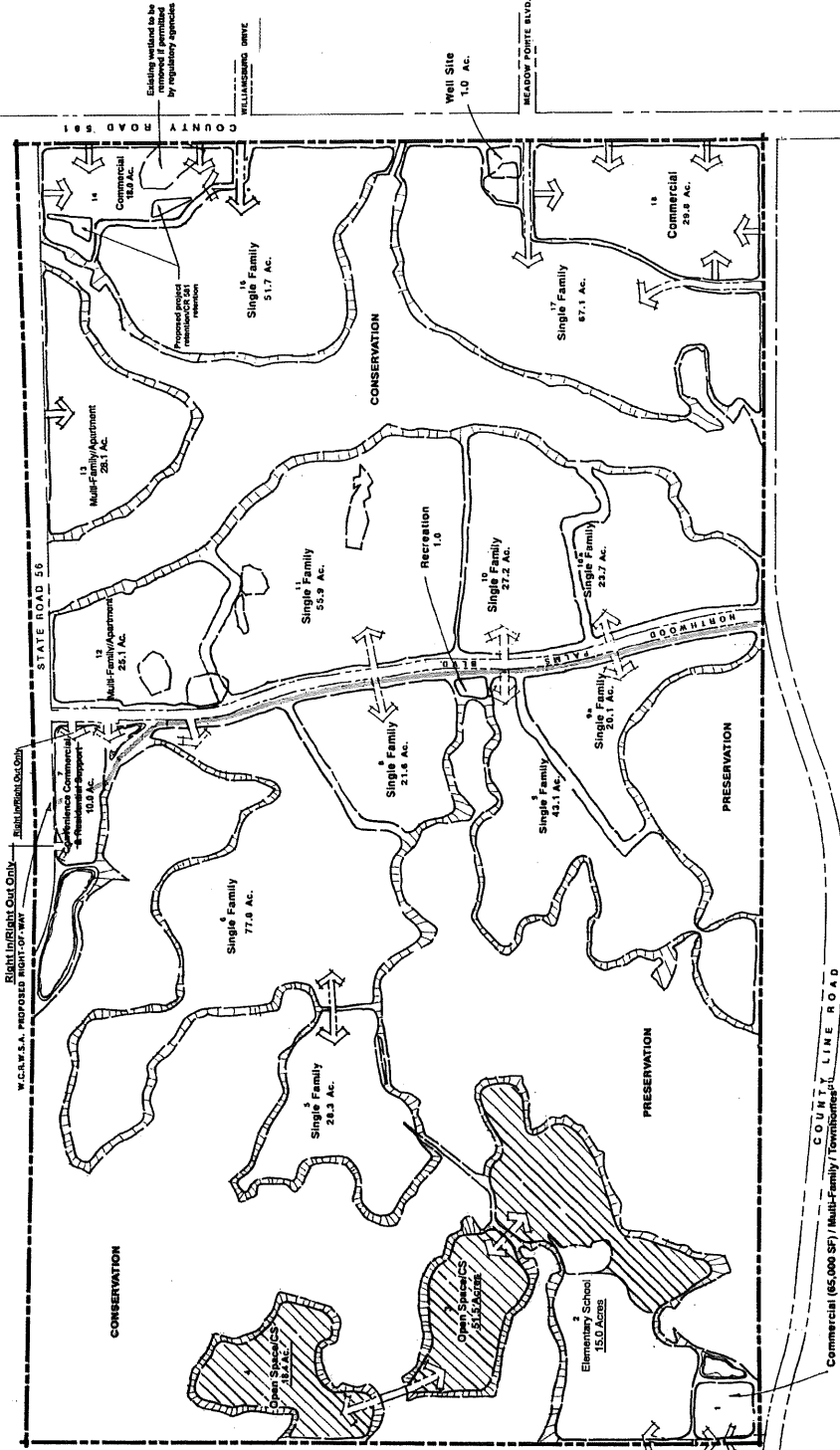
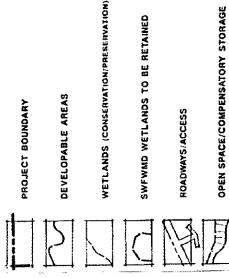
Commence at the Northwest corner of said Section 36; thence South 00°24'20" West, along the West line of the Northwest 1/4 of said Section 36, 131.34 feet to the **POINT OF BEGINNING** on the South right-of-way line of State Road 56; thence 203.27 feet along said right-of-way line and along the arc of a non-tangent curve to the left having a radius of 2,431.83 feet, a central angle of 04°47'21", and a chord of 203.21 feet bearing South 88°58'11" East; thence North 88°38'08" East, continuing along said right-of-way line, 305.67 feet; thence South 85°39'14" East, continuing along said right-of-way line, 100.50 feet; thence North 88°38'08" East, continuing along said right-of-way line, 492.63 feet to the West boundary of a Utility Easement as recorded in Official Record 3404, Page 995 of the public records of Pasco County,

Florida; thence South 00°14'31" West, along said West utility easement boundary, 375.23 feet; thence South 89°45'29" East, continuing along said West utility easement boundary, 10.00 feet; thence South 00°14'31" West, continuing along said West utility easement boundary, 247.52 feet; thence North 89°45'29" West, 148.05 feet; thence North 33°53'23" West, 230.01 feet; thence North 62°00'11" West, 80.64 feet; thence North 66°02'00" West, 194.46 feet; thence South 82°42'01" West, 200.44 feet; thence North 74°50'06" West, 400.35 feet; thence North 00°24'20" East, along the West boundary of the Northwest 1/4 of said Section 36, 227.38 feet to the **POINT OF BEGINNING**.

Said parcel contains 9.565 acres, more or less.

EXHIBIT B

LEGEND



MAP H REVISED MASTER DEVELOPMENT PLAN NORTHWOOD

- NOTES:
1. Other Multi-Family or Apartment land uses are specified in MPUD Section 45.110, as amended may be located within these parcels.
 2. Includes right-of-way for Northwood Drive and SR-56.
 3. Includes stormwater management ponds not included in development parcels.
 4. School site reserved for dedication as specified in D.O. Acquisition of the school site is subject to appropriate due diligence by the School Board and the County Board of Education.
 5. Alteration of SWPMD wetlands may occur following agency approval.
 6. Residential Support (R-Support) is defined as a use that is compatible with the residential use and is located within the residential use. These facilities will be designed in a way that they do not generate more than 100 vehicles per day.
 7. Based on a typical lot of 1.0 acre, the total number of residential units is estimated to be 1,839 units.
 8. "Commercial" is synonymous with "Retail" for the purposes of DRI thresholds.
 9. Access to the site is provided by road 14 and 17 are conceptual and are not shown. All access points will be subject to final engineering and approved easements and the Land Use Easement Matrix (LUEM).
 10. 2,000 square feet of compensatory storage is required, according to Chapter 7 and 200 units are required to be provided.
 11. The Single-Family average shall be 1,839 units per 1,839 units.
 12. The Single-Family average shall be 1,839 units per 1,839 units.

LAND USE DATA			
USE	ACRES	Proposed Change	UNITS/GFA
COMMERCIAL	47.30	63.3	562,500 SF
RECREATION	4.0	(6)	648
MULTI-FAMILY/APARTMENT (1)	53.2	416.5	4,482-1,215
SINGLE FAMILY (10)	486.4	1.0	35.47
ROADS (2)	35.47	26.8	8.28
STORMWATER MANAGEMENT PONDS (3)	26.8	15.0	15.0
OPEN SPACE/COMPENSATORY STORAGE	15.0	69.7	69.7
WELL SITE (4)	1.0	1.0	1.0
SUBTOTAL:	694.51		
CONSERVATION/PRESERVATION	399.99		
TOTAL:	1094.5		4,830 1,839 Units
			562,500 SF

SOURCE OF SITE PLAN:
King Engineering Associates, Inc. Site Plan, Revised 12/11/98
Engineered, Hammer & Associates revised MPUD Development Plan, approved 7/26/2005 by BCC.
Engineered, Hammer & Associates revised MPUD Development Plan, approved 2/9/2010 by BCC.

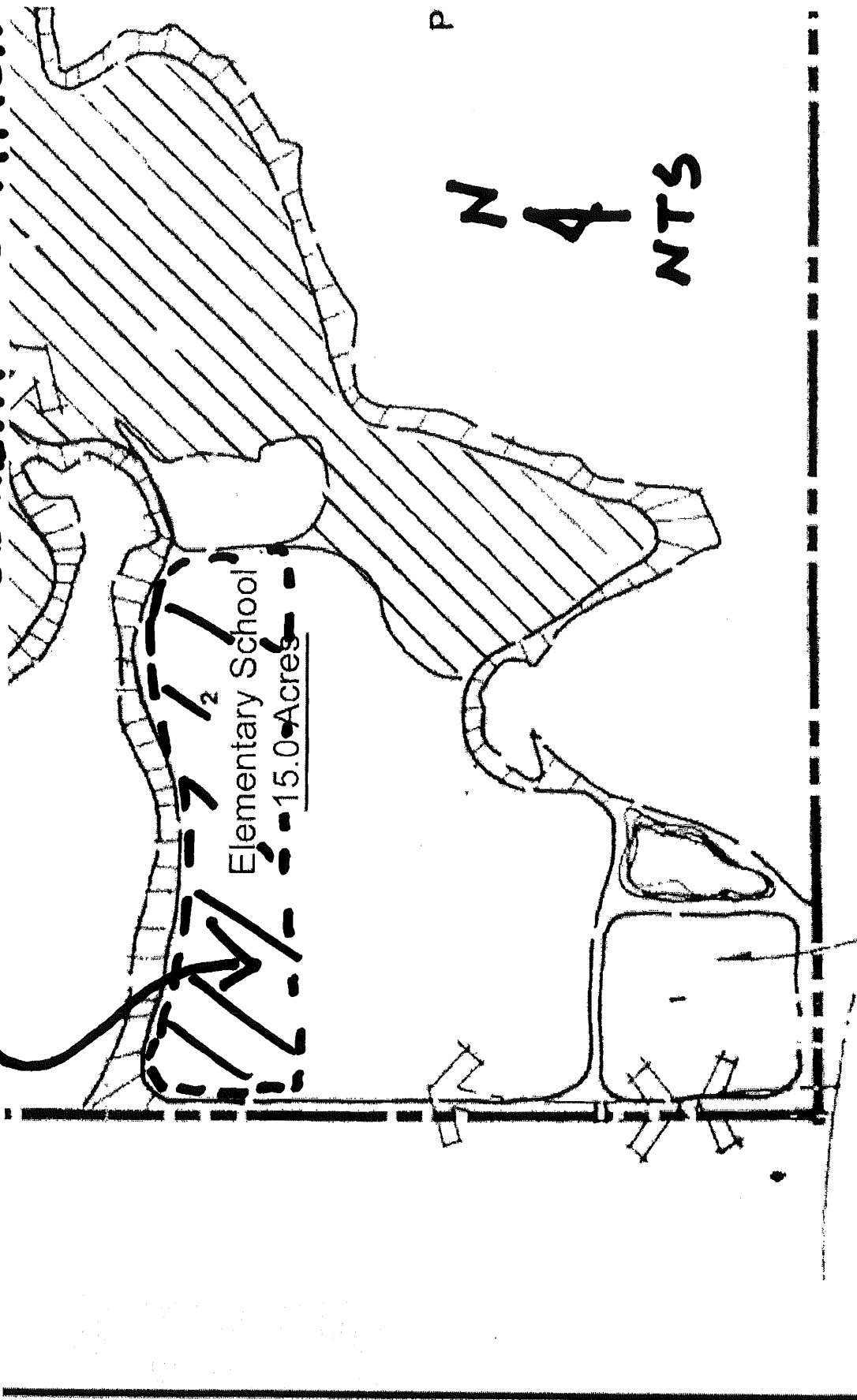
No.	DATE	REVISION DESCRIPTION
3	2/11/12	Per County Review and Permit 7 to Note 8.
2	2/10/2011	1" Surface Elevation, Remove the proposed 14' and 17' access points to the site. Add 14' and 17' access points to the site. Add 14' and 17' access points to the site. Add 14' and 17' access points to the site.
1	10/10/10	Revised the 14' and 17' access points to the site. Add 14' and 17' access points to the site. Add 14' and 17' access points to the site. Add 14' and 17' access points to the site.

Prepared For:
Taylor Morrison of Florida, Inc.
501 North Callahan Road, Suite 100
Sarasota, Florida 34232
813-223-3319

Prepared By:
Clearview Land Design, P.L.L.C.
1219 E. 6th Avenue
Tampa, Florida 33605
813-223-3319

EXHIBIT C

APPROXIMATE EASEMENT LOCATION



#119



PASCO COUNTY, FLORIDA

NEW PORT RICHEY
DADE CITY
LAND O' LAKES
FAX

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

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

CERTIFIED MAIL NO. 7004 2510 0004 9861 2519
RETURN RECEIPT REQUESTED

September 28, 2009

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

RE: Northwood Development of Regional Impact (#119)
Amendment to Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Northwood Development of Regional Impact #119, Amendment to Development Order (Resolution No. 09-363), 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 Board of County Commissioners on September 9, 2009.

Sincerely,

Justyna Buszewski
Planner II

Enclosure

NOTICE OF ADOPTION OF AMENDMENT OF THE
DEVELOPMENT ORDER FOR NORTHWOOD
DEVELOPMENT OF REGIONAL IMPACT #119

PURSUANT TO SECTION 380.06(15)(f), Florida Statutes, notice is hereby given that the PASCO County Board of County Commissioners by Resolution No. 09-363, dated 09-09-, 2009, has adopted an amendment to the Development Order for Northwood Development of Regional Impact. The above-referenced Development Order, as amended, constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property concerned, the Development Order and the resolution amending the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, 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 "A" or actual or constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 9th day of SEPTEMBER, 2009.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA



Paula S. O'Neil
PAULA S. O'NEIL
CLERK AND COMPTROLLER

Jack Mariano
JACK MARIANO, CHAIRMAN

APPROVED

SEP 09 2009

BOCC

BY COMMISSIONER _____

RESOLUTION NO. 09-363

RESOLUTION AMENDING THE DEVELOPMENT ORDER FOR THE NORTHWOOD DEVELOPMENT OF REGIONAL IMPACT (RESOLUTION NO. 86-17) AS AMENDED, BY MODIFYING MAP H TO REFLECT ACTUAL AMOUNT OF USEABLE UPLANDS FOR COMMERCIAL PARCEL 1, ALLOWING MULTI-FAMILY AND TOWNHOUSES AS AN ALTERNATIVE USE FOR PARCEL 1; REDEFINING THE TERM BUILD-OUT DATE REQUIREMENTS FOR CERTAIN ENTITLEMENTS; AND PROVIDING FOR POTENTIAL ACCESS OVER PARCEL 1 TO SCHOOL SITE.

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
14th DAY OF SEPTEMBER 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY Beverly Bunk DEPUTY CLERK
17 of 17 pages

WHEREAS, in accordance with Section 380.06, Florida Statutes, on October 8, 1985, the Pasco County Board of County Commissioners ("Board") adopted a Development Order approving, with conditions, the Northwood Development of Regional Impact (the "Project"), by Resolution No. 86-17 ("Development Order"); and

WHEREAS, on December 17, 1985, the Board adopted Resolution No. 86-68 amending the Development Order, which included an amendment to the Master Drainage Plan requirement; and

WHEREAS, on October 21, 1986, the Board adopted Resolution No. 87-17 amending the Development Order; however, Resolution No. 87-17 was not properly rendered, pursuant to Chapter 380, Florida Statutes, and was repealed by Resolution No. 95-41; and

WHEREAS, on November 15, 1994, the Board adopted Resolution No. 95-41, an amendment to the Development Order, which included among other amendments, an extension of the Development build-out and phases thereof by six (6) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on October 12, 1999, the Board adopted Resolution No. 00-13, an amendment to the Development Order, which included among other amendments, an extension of the Development build-out for Phases II and III by ten (10) years to September 23, 2010, for a cumulative total extension of sixteen (16) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on April 18, 2000, the Board adopted Resolution No. 00-172, an amendment to the Development Order, which included amendments to (1) add residential

support land uses in Phase II; (2) increase Phase II residential entitlements; (3) increase Phase II commercial entitlements; and (4) revise the Master Development Plan; and

WHEREAS, on October 1, 2001, and February 19, 2002, respectively, Northwood Centers/MJG Ventures, Ltd. (“**MJG**”) and the Spanos Corporation (“**Spanos**”), filed a Notification of a Proposed Change to a Previously Approved Development of Regional Impact (“**DRI**”) and incremental traffic analyses (collectively the “**NOPC**”), pursuant to Subsection 380.06(19), with Pasco County, Florida (“**County**”), with copies provided to the Tampa Bay Regional Planning Council (“**TBRPC**”), the Florida Department of Community Affairs (DCA), and the Florida Department of Transportation (“**FDOT**”); and

WHEREAS, the MJG application included an analysis of entitlements for land now owned by Kimco Tampa, L.P. (“**Kimco**”); and

WHEREAS, Spanos was contract-purchaser of land owned by Lem P. Woods, Jr., Julianne Woods Johnson, Elizabeth Leigh Woods, Pamela S. Woods (a/k/a Pamela Woods Collister), Linda Webb Woods, Beth Anderson Woods (a/k/a Beth Sessums), and Barbara Anderson Woods As Trustee Of The Barbara Anderson Woods Revocable Trust Under Agreement Dated 6/15/1978 (collectively “**Woods**”); and

WHEREAS, MJG, Spanos, and Kimco are sometimes collectively referred to herein as “**Owners**”; and

WHEREAS, on June 8, 2004, the Board adopted Resolution No. 04-205, an amendment to the Development Order, which included among other amendments, the identification of the location of County Road 581 drainage facilities; and

WHEREAS, in accordance with Subsection 380.06(19), Florida Statutes, on November 14, 2005, MJG, filed a Notice of Proposed Change (NOPC) to a previously approved DRI know as Northwood, requesting an extension of time to complete the construction of drainage facilities for County Road 581 from May 15, 2005 to six months after the approval of Resolution No. 07-39, and extending the date set for conveyance to Pasco County of one acre of property for drainage if said construction deadline cannot be met from June 15, 2005 to seven months after the approval of Resolution No. 07-39; and

WHEREAS, in accordance with Subsection 380.06(19), Florida Statutes, on March 27, 2006, Owners filed an amendment to the pending Notice of Proposed Change

(NOPC) adding a request for the extension of time for commencement of the construction of Pipeline Project "A", and an extension of time to complete said Pipeline Project.; and

WHEREAS, on November 8, 2006, the Board adopted Resolution No. 07-39, an amendment to the Development Order, which included among other amendments, the following: 1) an extension of time to complete the construction of drainage facilities for County Road 581 from May 15, 2005 to six months after the approval of Resolution No. 07-39; 2) an extension of the date set for conveyance to Pasco County of one acre of property for drainage if said construction deadline cannot be met from June 15, 2005 to seven months after the approval of Resolution No. 07-39; and, 3) an extension of time for commencement of the construction of Pipeline Project "A", and an extension of time to complete said Pipeline Project; and

WHEREAS, in accordance with Subsection 380.06(19), Florida Statutes, on January 22, 2008, MJG, filed a Notice of Proposed Change (NOPC) to a previously approved DRI known as Northwood, requesting to amend Map H to accurately reflect the correct amount of uplands available for commercial land uses on Parcel 1, and allowing multi-family and townhouses as an alternative use for Parcel 1; and

WHEREAS, on August 20, 2008, MJG filed an Amended Notice of Proposed Change to the Northwood DRI in order to include a land use equivalency matrix for Parcel 1 and to further define the term build-out date for Parcels 1, 12, 13, 14, and 18; (collectively referred to as the "Proposed Changes") and,

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

WHEREAS, Subsections 380.06(19)(c) and 380.06(19)(e)3., Florida Statutes provide for a three (3) year extension of all phase, build-out, and expiration dates for projects that are developments of regional impact and under active construction as of July 1, 2007 regardless of any prior extension (Three-Year Regional Review Extension); and

WHEREAS, during the 2009 legislative session, an additional two (2) year build-out date extension for purposes of regional and state review was granted under State law pursuant to Senate Bill 360; and

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

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

WHEREAS, Pursuant to Subsection 380.06(19)(3)(e), Florida Statutes, the proposed changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided sufficient information to rebut the presumption of a substantial deviation. The review by the County, TBRPC, other participating agencies, and interested citizens reveals that the proposed changes do not create additional impacts on regionally significant natural resources, facilities, and services beyond those approved in the original Development Order, and that impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes. The Proposed Changes, therefore, do not constitute a "substantial deviation" from the original Development Order, pursuant to 380.06, Florida Statutes; and

WHEREAS, the Developer has filed in accordance with Section 380.06(19), F.S., as amended, a NOPC for the Project and associated response to the request for additional information. The Developer's NOPC submittal included data, analysis, and other clear and convincing evidence that no unmitigated regional impacts would result from the requested modifications upon inclusion of recommended conditions in the Tampa Bay Regional Planning Council (TBRPC) NOPC Report for the Project; and

WHEREAS, the Board, as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider amendments to DRI's; and

WHEREAS, the public notice requirement of Chapter 380.06(19), Florida Statutes, has been satisfied; and

WHEREAS, the Board has reviewed the Proposed Changes, as well as all related testimony and evidence submitted by each party and members of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the Proposed Changes to the Northwood Development Order as described in NOPC are approved and the Development Order is amended as set forth below:

I. GENERAL FINDINGS OF FACT

The Board, having received the NOPC and having received all related comments, testimony and evidence submitted by each party and members of the general public, finds that there is substantial competent evidence to support the following findings of fact:

A. The Development Order is a valid, final development order within the provision of Section 163.3167(8), Florida Statutes, affecting the property described on **Exhibit "A"** attached hereto and incorporated herein.

B. The NOPC includes a description of the Proposed Changes.

C. A comprehensive review of all the impacts generated by the Proposed Changes, together with all previous amendments, has been conducted by the County, the TBRPC, and the DCA.

D. The Proposed Changes, together with all previous amendments and as conditioned by this development order, do not create additional, unmitigated regional impacts on transportation or other public facilities, including water, wastewater, drainage, solid waste, recreation, and mass transit from the original projections set forth in the Application for Development Approval (ADA).

E. The property is not located in an area of critical state concern as designated by Chapter 380.05, Florida Statutes.

II. CONCLUSIONS OF LAW

The Board, having made the above findings of fact, reaches the following conclusions of law:

A. As conditioned, development in accordance with the Proposed Changes will not unreasonably interfere with the achievement of the objectives of the adopted State Comprehensive Plan.

B. As conditioned, the Proposed Changes are consistent with Pasco County land development regulations and the adopted local comprehensive plan.

C. As conditioned, the Proposed Changes, together with all previous amendments, do not create additional, unmitigated impacts to public facilities or any type of unmitigated regional impact beyond those treated under the Development Order. The proposed amendments, therefore, do not constitute a substantial deviation from the Development Order pursuant to Chapter 380.06, Florida Statutes.

D. Nothing herein shall limit or modify the rights originally approved by the Development Order of the protection afforded under Section 163.3167(8), Florida Statutes.

E. As conditioned, the Proposed Changes, once effective, are consistent with the provisions of Section 402, Pasco County Land Development Code; the Pasco County Concurrency Management System; and the development rights granted by the Development Order, as amended hereby, remain vested thereunder through the build-out date.

F. As conditioned, the Proposed Changes are consistent with the recommendation of TBRPC.

G. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County and Developer are authorized to approve/conduct development as described herein.

H. The review by the County, TBRPC and other participating agencies and interested citizens reveals that the Proposed Changes as conditioned do not create additional, unmitigated impacts on regionally significant natural resources, facilities and services beyond those previously reviewed in ADA, and that mitigation of all impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

III. ORDER

The Board, having made the above findings of fact and having drawn the above conclusions of law, hereby approves the Proposed Changes and the Proposed Development as defined herein and orders that the Development Order be amended as follows:

A. Master Development Plan. The revised Master Development Plan, Map H, which reflects the Proposed Changes and which is attached hereto and made a part hereof as **Exhibit "B"**, is hereby approved and adopted, and becomes part of the Development Order. This revised Master Development Plan supersedes all previously adopted master plans. Nothing however shall prevent the County from zoning the property consistent with the revised Master Development Plan upon receipt of a Zoning Permit application.

B. Section III, A. of Pasco County Resolution No. 04-205 is hereby amended as follows:

Development Entitlements. The development entitlements for the Project are comprised of previously specifically approved increments and the increment proposed and specifically approved by this Resolution, as well as conceptually approved entitlements not specifically approved by this Resolution. Conceptually approved entitlements require further transportation analysis and/or improvements in accordance with Section B.12. of the Development Order. These increments are as follows:

Increment	Residential	Commercial	Build-Out Date
Previous Specific Approvals	955	260,000	December 31, 2007*
Specific Approval Per this DO Amendment	624 ¹	277,500 ²	December 31, 2007*
Conceptual Approval remaining after this DO Amendment	251	25,000	Conceptual September 23, 2010
TOTAL	1,830	562,500	

* For entitlements within Parcel 1, 12, 13, 14 and 18 the term "build-out date" for state and regional review purposes shall mean the substantial completion by December 31, 2007 of all offsite infrastructure improvements necessary for the approved entitlements as required in the Development Agreement dated August 10, 2004³, and the issuance of necessary building permits for vertical construction by September 23, 2013, unless

¹ Approved for Parcel 12 and 13

² Allocated to Parcels 1, 14, and 18

³ These improvements were substantially completed by December 31, 2007.

otherwise extended by state law. The September 23, 2013 date includes the Three-Year Regional Review Extension. For transportation concurrency purposes and entitlements within Parcels 1, 12, 13, 14 and 18 the term "buildout date" shall mean the substantial completion by December 31, 2007 of all offsite infrastructure improvements necessary for the approved entitlements as required in the Development Agreement dated August 10, 2004³, and the issuance of necessary building permits for vertical construction by September 23, 2013, unless otherwise extended pursuant to the County's Concurrency Management Ordinance. The September 23, 2013 date for transportation concurrency includes the One-Year Extension and the Two-Year Extension. Any delay in the transportation concurrency build-out date of the project beyond September 23, 2013, may require a new transportation analysis, in accordance with applicable law, as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The County Administrator or the Board of County Commissioners may waive any applicable transportation analysis requirement for any entitlements within the project that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out date extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as may be amended from time to time.

To the extent any other entitlements have not yet been specifically approved, the build-out date for such remaining entitlements will be determined at the time such entitlements are specifically approved.

C. The Land Use Equivalency Matrix for Parcel 1 attached hereto as Exhibit "C" is hereby approved for use with respect to Parcel 1 only.

D. Condition B.14.a of Resolution 86-17, as modified by Condition 4.O.a of Resolution No. 95-41, and as further modified by Condition III.C of Resolution 04-205, is hereby further amended as follows:

a. A school site in a geographical location acceptable to the School Board consisting of a minimum 15 contiguous upland developable acres suitable for a school site shall be conveyed to the School Board by July 1, 2008. The owner conveying the proposed site to the School Board shall provide for site access to said school site by a minimum two-lane paved roadway, as well as access to water, sewer, and electrical facilities (suitable for a school) prior to completion of the construction of the school.

b. The conveyance of the school site shall be in a form acceptable to the School Board, shall be free and clear of liens, and shall be excluded from the boundaries of all special districts and exempt from all covenants and deed restrictions, except that the property shall be limited to use as a school site.

c. In accordance with the Pasco County School Impact Fee Ordinance No. 01-06, as amended, the owner of the land conveyed shall receive school impact fee credits for the upland developable acreage conveyed to the School Board for

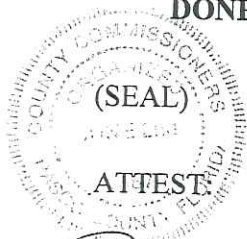
the total purchase price agreed upon by the owner and the School Board in the amount of \$30,000 per net upland useable acre and such other credits as are available pursuant to the School Impact fee Ordinance.

d. Once the school site is agreed upon, Map H shall be revised accordingly and submitted to the County, the Florida Department of Community Affairs and the Tampa Bay Regional Planning Council, but no Notice of Proposed Change or other Amendments to the Development Order shall be required. No preliminary plans, preliminary site plans or construction plans shall be approved for Parcels 1, 2, 3, 4, 5, 6, and 7 until such time that the school site is agreed upon, and Map-H revised to designate the school site. The School Board has agreed that Parcel 1 is not an appropriate location for the school site. However, the developer of Parcel 1 shall provide adequate right-of-way for an appropriate access road along the western boundary of Parcel 1 (from County Line Road to the southwestern boundary of Parcel 2) sufficient to accommodate access to the school, and sufficient to accommodate the proposed County subdivision collector road connecting County Line Road to Northwood Palms Boulevard. Parcel 1 shall not be responsible for any costs associated with building the access road or other appurtenances required to service the school site, except for access related improvements and other appurtenances that are necessary to serve Parcel 1.

IV. EFFECTIVE DATE AND TRANSMITTAL.

This resolution shall take effect immediately upon adoption. Upon adoption, certified copies of this resolution shall be transmitted by the County's Clerk of the Circuit Court, via certified mail, to DCA, TBRPC and the applicant, pursuant to Chapter 380, Florida Statutes. Applicant shall record a Notice of Adoption of this resolution as required pursuant to Chapter 380, Florida Statutes.

DONE AND RESOLVED THIS 9th day of SEPTEMBER, 2009.



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

BOARD OF COUNTY
COMMISSIONERS OF PASCO
COUNTY, FLORIDA

Jack Mariano
JACK MARIANO, CHAIRMAN

Exhibits

Exhibit A - Legal Description and Survey

Exhibit B - Map H

Exhibit C - Land Use Equivalency Matrix

EXHIBIT "A"

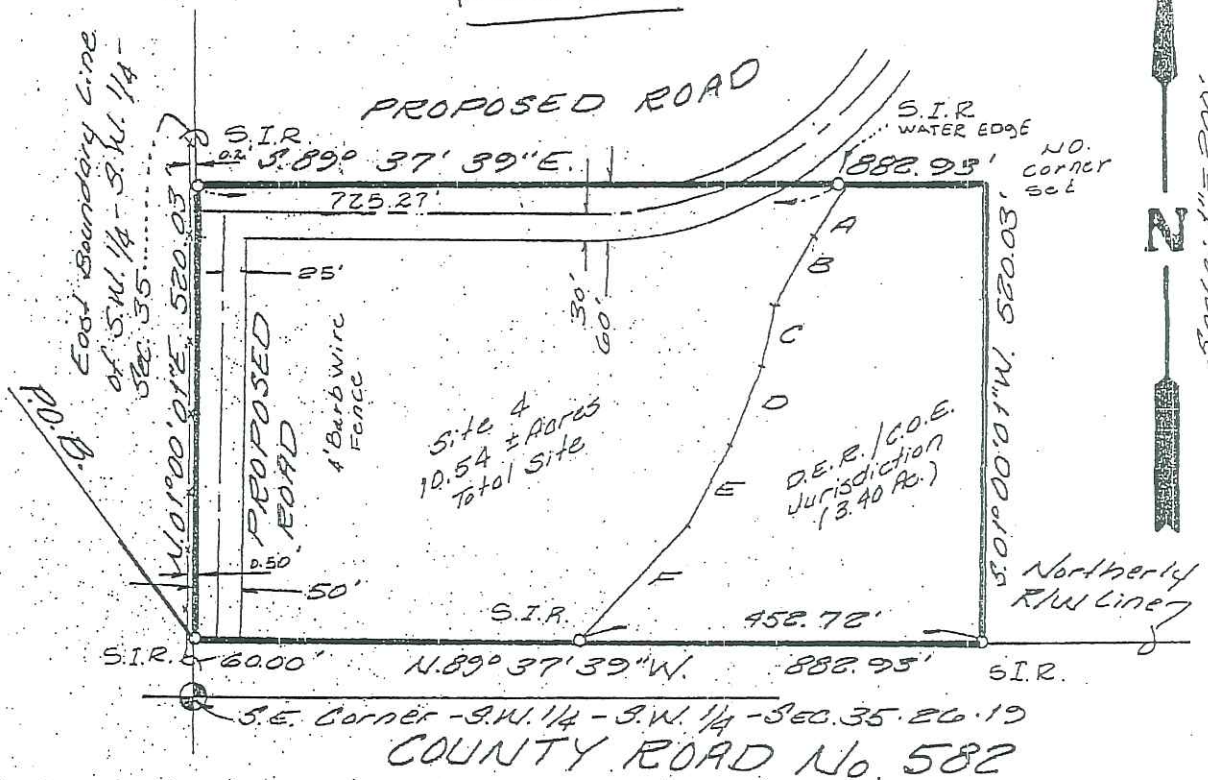
Legal Description

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W ¼) thereof, and less and except the right-of-way for C.R. 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for C.R. 581 and C.R. 582, Pasco County, Florida.

Comprising approximately 1,084.5 acres.



Parcel 1



LINE	BEARING	DISTANCE
A.	N. 33° 11' 48" E.	60.98'
B.	N. 28° 49' 08" E.	90.13'
C.	N. 13° 05' 46" E.	78.76'
D.	N. 21° 17' 36" E.	93.77'
E.	N. 88° 38' 55" E.	108.53'
F.	N. 42° 49' 54" E.	183.47'

BEARINGS BASED ON THE SOUTH BOUNDARY LINE
THE SOUTHWEST 1/4 OF SEC. 35 BEING N 89° 37' 39" W
(ASSUMED)

SURVEYORS CERTIFICATE

I hereby certify that the survey represented hereon meets the minimum requirements of Chapter 21HH-6, Florida Administrative Code

* See Sheet 2 For Legal Description
BOUNDARY SURVEY

Registered Surveyor No. 4111

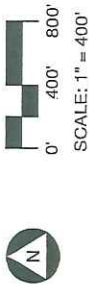
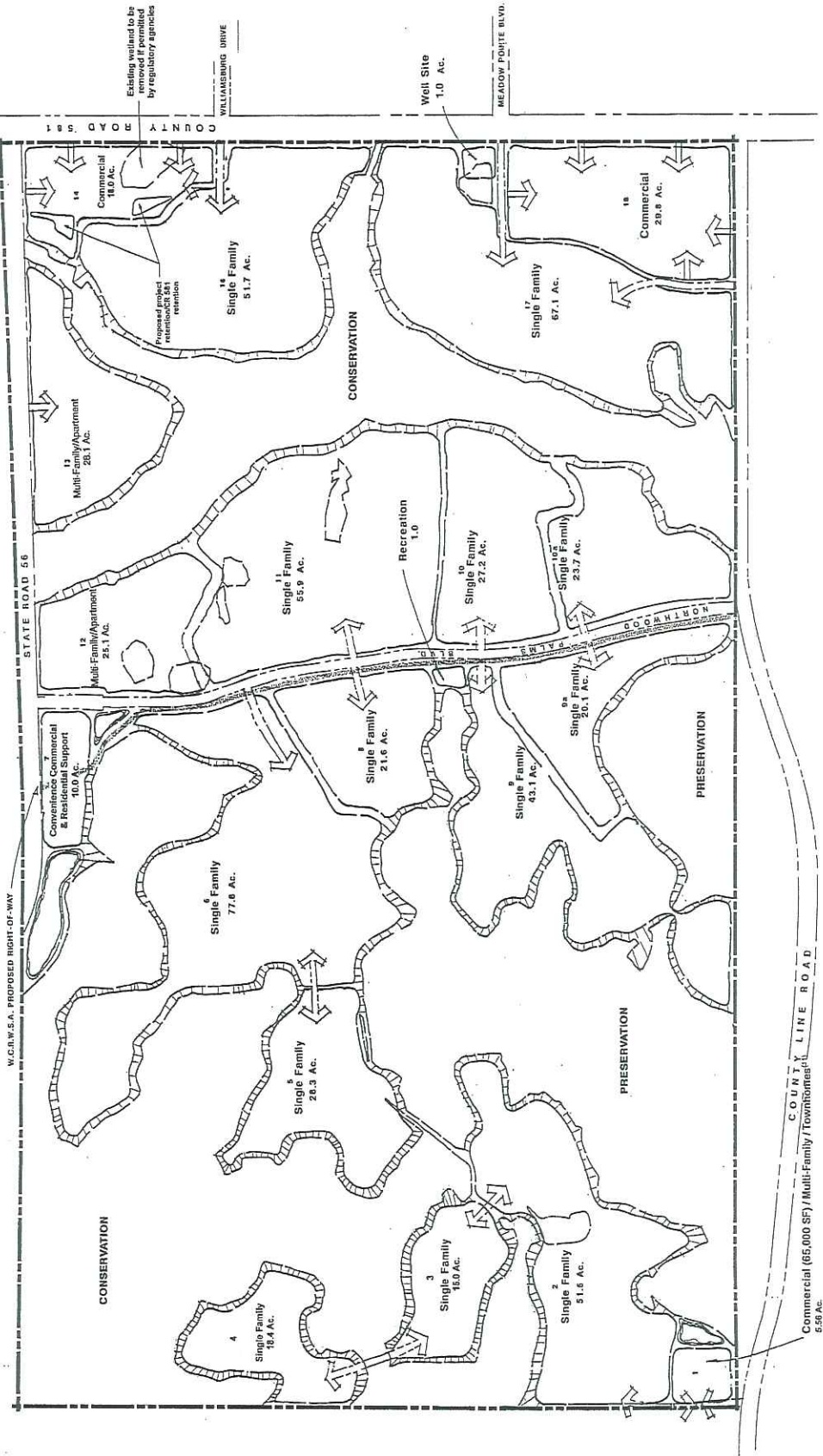
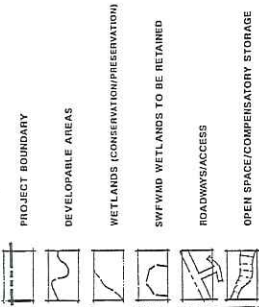
THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL.

FLD&E SURVEYING, INC.			
2007 PAN AM CIRCLE TAMPA, FLORIDA (813) 875-5407			
NORTHWOOD - PASCO COUNTY			
U.S. HOME CORPORATION			
DRAWN BY: A. Chambers	DATE: 2/18/87	FIELD BOOK: PAGE:	W.O. NUMBER: 87016:01
CHECKED BY: J. Chambers	DATE: 2/18/87	SCALE: 1" = 200' 1 PG	SHEET: 1/2

EXHIBIT
A

Sec. 35 Twp. 86 Rge. 19

LEGEND



MAP H
REVISED MASTER DEVELOPMENT PLAN
NORTHWOOD
Revised March 20, 2009

NO.	REVISION	DATE	BY	CHK.
1	ISSUED FOR REVIEW	03/20/09	EH	TM
2	ISSUED FOR REVIEW	03/20/09	EH	TM
3	ISSUED FOR REVIEW	03/20/09	EH	TM
4	ISSUED FOR REVIEW	03/20/09	EH	TM
5	ISSUED FOR REVIEW	03/20/09	EH	TM
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99	ISSUED FOR REVIEW	03/20/09	EH	TM
100	ISSUED FOR REVIEW	03/20/09	EH	TM

ENGELHARDT, HAMMER & ASSOCIATES
Land Planning - GIS - Expert Testimony
3001 N. Rocky Point Drive, Suite 300, Tampa, Florida 33607
Telephone 813 282-3855, Fax 813 286-2308

- NOTES:
- (1) Either Multi-Family or Apartment land uses as specified in MPUD Partion #3110, as amended, may be located within these parcels.
 - (2) Includes right-of-way for Northwood Drive and SP-55.
 - (3) Indicates stormwater management ponds not included within development parcels.
 - (4) School site reserved for dedication as specified in the DO.
 - (5) Alteration of SWFWMD wetlands may occur following agency approval.
 - (6) Residential Support (6 acres) on Tract 7 will be composed of such uses as day care, churches, libraries or schools. These facilities will be designed in a way that serves the community and minimizes traffic impacts.
 - (7) Based on a typical use of a school of 10,000 s.f. Any amount of residential support use that generates less than 8 p.m. peak hour trips shall be allowed.
 - (8) "Commercial" is synonymous with "retail" for the purposes of DRI thresholds.
 - (9) Access point locations shown to Parcel 14 are conceptual and are not approved. All access points shall be reviewed for compliance with the Pasco County Access Management Standards at the time of preliminary plan/draft review.
 - (10) The single family acreage shall be 486.4 upon the 15.0 acre school site being provided to Pasco County as described in the DO.
 - (11) Pasco County shall be responsible for the multi-family (not more than 200 units) and/or neighborhood commercial uses in accordance with approved amendments and the Land Use Equivalency Matrix (LUEM).

LAND USE DATA

USE	ACRES	UNITS/GFA
COMMERCIAL	55.8	57.36
RESIDENTIAL SUPPORT	6.0	562,500 SF
MULTI-FAMILY/APARTMENT	53.2	648
SINGLE FAMILY	486.4	1,182
RECREATION	1.0	
ROADS	35.47	
STORMWATER MANAGEMENT PONDS	20.8	
OPEN SPACE/COMPENSATORY STORAGE	15.0	
SCHOOL SITE	1.0	
WELL SITE	1.0	
SUBTOTAL:	684.4	684.51
CONSERVATION/PRESERVATION	400.4	393.99
TOTAL:	1,084.5	1,030 UNITS/ 562,500 SF

SOURCE OF SITE PLAN:
King Engineering Associates, Inc., MPUD Site Plan, Revised 12/1/1986
Engelhardt, Hammer & Associates revised Master Development Plan Map H, approved June 8, 2004 per BCC resolution 04-205.

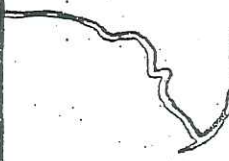
DESCRIPTION: SITE 4

Being a portion of the Southwest 1/4 of Section 35, Township 26 South, Range 19 East, Pasco County, Florida, being more fully described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 35, run thence along the Easterly boundary line of said Southwest 1/4 of the Southwest 1/4 of Section 35, N.01°00'01"E., a distance of 60.00 feet for a Point of Beginning (P.O.B.); thence continue along said Easterly boundary line, N.01°00'01"E., a distance of 520.03 feet; thence S.89°37'39"E., a distance of 882.93 feet; thence S.01°00'01"W., a distance of 520.03 feet to the Northerly right of way line of County Road 582; thence along said Northerly right of way line, N.89°37'39"W., a distance of 882.93 feet to the Point of Beginning; containing 10.54 acres, more or less.

I hereby certify that the following matters do not affect the above described property; drainage easement in Official Records Book 123, Page 655, corrected by Official Records Book 129, Page 200; easement referred to in Official Records Book 130, Page 736; reservations contained in Official Records Book 57, Page 492; gas and oil rights contained in Official Records Book 123, Page 384, and easement in Official Records Book 1172, Page 0194; all being in the Public Records of Hillsborough County, Florida. And I also hereby certify that Site 4 is contiguous to County Road 582 along the entire Southern boundary of Site 4 and that there are no strips, gaps, or gores between the Northern boundary of the right of way of County Road 582 and the Southern boundary of Site 4.

CERTIFIED TO:
Northwood Centers
First Florida Bank, N.A.
Attorneys Title Insurance Fund
Ticor Title Insurance Company

			
FLD&E SURVEYING, INC.			
2007 PAN AM CIRCLE TAMPA, FLORIDA (813) 875-5407			
NORTHWOOD - PASCO COUNTY			
U.S. HOME CORPORATION			
DRAWN BY: _____	DATE: _____	FIELD BOOK: _____	PAGE: _____
CHECKED BY: _____	DATE: _____	SCALE: _____	P.C. _____
W.O. NUMBER		SHEET/OF	
84027.85		2/2	

Sec. ____ Twp. ____ Rge. ____



LINCKS & ASSOCIATES, INC.

July 30, 2008

Mr. George Baxter
Northwood Partners
4963 Bacopa Ln S Unit 803
St Petersburg, FL 33715-2644

Re: Northwood DRI
Lincks Project No. 98016

Dear Mr. Baxter,

As requested, we have developed the equivalency rate to trade the retail square footage for multi-family dwelling units or townhomes. The equivalency rate was based on the new external PM peak hour trip ends for the 225,000 square feet retail shopping center and the trip rates for multi-family and townhomes contained in the ITE Trip Generation, 7th Edition, 2003.

If you have any questions, please do not hesitate to call.

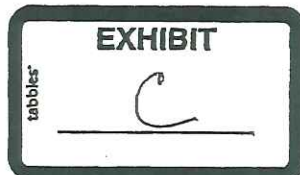
Sincerely,

LINCKS & ASSOCIATES, INC.

Steven J. Henry, P.E.
Vice President

SH/cvc

Enclosures



5023 West Laurel Street
Tampa, Florida 33607
813 289 0039 Telephone
813 287 0674 Telefax
www.lincks.com Website

EQUIVALENCY MATRIX

1 Multi-Family Dwelling Unit = 166 Square Feet of Retail

1 Townhome Dwelling Unit = 139 Square Feet of Retail



LINCKS & ASSOCIATES, INC.

Land Use Equivalency Matrix
Applicable only to Parcel 1

CHANGE FROM	CHANGE TO				
	Multifamily	Townhouses			
Neighborhood Commercial	0.006024096	0.007194245			
Example No. 1:					
Change	33000	feet of commercial to multifamily			
	*.006024096	This rate equates to 166 sq.ft. of retail for 1 multi-family du (or 1/166)			
	199	multifamily units			
Example No. 2:	27800	feet of commercial to townhouses			
Change	*.00719245	This rate equates to 139 sq.ft. of retail for 1 townhouse (or 1/139)			
	200				
Parcel 1 Land Uses					
	Minimum	Approved	Maximum		
Neighborhood Commercial	32000	65000	65000		
Multifamily	0	0	200		
Townhouses	0	0	200		

#119

FIGURSKI & HARRILL

ATTORNEYS AT LAW

THE OAKS AT PERRINE RANCH
2550 PERMIT PLACE
NEW PORT RICHEY, FLORIDA 34655
www.fhllaw.net

GERALD A. FIGURSKI, P.A.
J. BEN HARRILL, P.A.

TELEPHONE: (727) 942-0733
FAX: (727) 944-3711

August 27, 2007

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

Mr. Michael LaSala
DRI Coordinator
Pasco County Development Services
7530 Little Road
New Port Richey, Florida 34654

Re: Northwood Development of Regional Impact - DRI No. 119

Dear Messrs. LaSala and Meyer:

As I am sure you already know, the 2007 Growth Management Bill (HB 7203) recently approved by the Florida Legislature and signed by Governor Crist amended Section 380.06 (19) (c), Florida Statutes to authorize a three year extension for all phase, buildout and expiration dates of any development of regional impact under active construction as of July 1, 2007.

More specifically, Section 380.06(19)(c), Florida Statutes, was amended to include the following language:

In recognition of the 2007 real estate market conditions, all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension. The 3-year extension is not a substantial deviation, is not subject to further development-of-regional impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection.

This letter is written to inform Pasco County and the Tampa Bay Regional Planning Council that the Northwood DRI was under active construction, as that term is defined in HB 7203, as of July 1, 2007 and that such construction has been ongoing and continuous since well before that date to the date of this correspondence. As a result, the buildout dates for those specifically approved entitlements for the Northwood DRI as set forth in Pasco County Resolution No. 04-205 are extended from December 31, 2007 to December 31, 2010 for both final plat approval for single

John Meyer
Michael LaSala
August 27, 2007

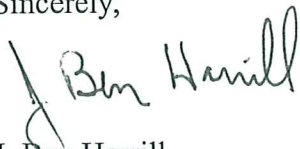
family residential entitlements and the completion of all infrastructure necessary for other approved entitlements. The date for issuance of Certificates of Occupancy for the approved entitlements would be extended from September 23, 2010 to September 23, 2013. This extension would also be applicable to the conceptually approved entitlements and the buildout date for those entitlements would be extended from September 23, 2010 to September 23, 2013.

It is my understanding these extensions have taken effect by operation of law and no further action, such as the filing of an NOPC, is required on the part of Northwood to implement the changes. It should also be noted that Article III, G of the current Development Order provides, in pertinent part, that "any delay in the build-out date of the project shall require a new transportation analysis in accordance with Chapter 380.06, F.S., as the basis for a Development Order amendment which may include additional roadway improvements." However, since the language of HB 7203 clearly states the statutory extensions are not subject to further development-of-regional impact review the law requires no new analysis under Section 380.06, F.S.

We understand there are ongoing discussions taking place throughout the State as to whether the legislature intended the statutory extensions be subject to any further mitigation requirements; however, the ultimate resolution of the issue should not affect Northwood since existing DRI's whose phase dates have not expired continue to be exempt from the County's Concurrency Management Ordinance pursuant to Section 402.6 C. of the Pasco County Land Development Code. Thus, no additional local concurrency requirements should be applicable through the new buildout dates. It should also be noted that the required "pipeline" improvement project is currently under construction and scheduled to be completed in accordance with the terms and conditions of the both the Development Order and the Development Agreement for the Northwood DRI.

Our clients, Northwood Centers, LLP/MJG Ventures, Ltd and The Spanos Corporation, appreciate the continuing cooperation of Pasco County and the Tampa Bay Regional Planning Council in this matter and should you have any questions or concerns with the information set forth above please do not hesitate to contact me.

Sincerely,



J. Ben Harrill

JBH/lc

cc: John J. Gallagher, County Administrator
David Goldstein, Assistant County Attorney
Distribution List Attached

DISTRIBUTION LIST
NORTHWOOD NOPC

Mr. Michael LaSala
DRI Coordinator
Pasco County Development Services
7530 Little Road
New Port Richey, Florida 34654

Ms. Brenda Winningham
Regional Planning Administrator
Development of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

Mr. Kent Fast
DRI Coordinator
Florida Department of Transportation
District 7
11021 N. McKinley Drive
Tampa, Florida 33612

Mr. George Baxter
Northwood Centers/
MJG Ventures, LTD
4963 Bacopa Lane South, Apt. 803
St. Petersburg, FL 33715

Donna J. Feldman, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

Richard Davis
220 E. Madison Street
Suite 512
Tampa, FL 33602-4826

Hardy Gillespie
A.G. Spanos Companies
2502 Rocky Point Drive
Suite 865
Tampa, FL 33607



PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7004 1160 0000 4437 8199
RETURN RECEIPT REQUESTED

February 2, 2007

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

RE: Northwood - Development of Regional Impact (#119)
Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Northwood Development of Regional Impact #119 Development Agreement Amendment, which is hereby rendered in accordance with Section 163.3239, Florida Statutes. This development agreement amendment was approved by the Pasco County Board of County Commissioners on November 8, 2006 and was recorded in the public records of Pasco County on February 2, 2007.

Sincerely,

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

Cynthia D. Spidell, MBA
Planner II

Enclosure

cc: Kent Fast, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612
John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd., S-100, Pinellas Park, FL 33782
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Senior Assistant County Attorney
Michael LaSala, Senior Planner

AMENDMENT TO DEVELOPMENT AGREEMENT AMONG
PASCO COUNTY NORTHWOOD CENTERS, LLP, MJG
VENTURES, LTD., THE SPANOS CORPORATION AND
KIMCO TAMPA, L.P. FOR THE NORTHWOOD
DEVELOPMENT OF REGIONAL IMPACT NO. 119

Rep: 1070434 Rec: 52.50
DS: 0.00 IT: 0.00
02/02/07 Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK
02/02/07 10:28am
OR BK 7371 Pg 1 of 6
1261

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is made and entered into by and among PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY"; NORTHWOOD CENTERS, LLP, a Florida limited liability partnership and MJG VENTURES, LTD., a Florida limited partnership, hereinafter collectively referred to as "MJG"; and THE SPANOS CORPORATION, a California corporation, hereinafter referred to as "KIMCO"; MJG, SPANOS, and KIMCO are hereinafter collectively referred to as the "DEVELOPER".

WITNESSETH:

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

WHEREAS, on October 8, 1985, the COUNTY adopted Resolution 86-17 approving the Northwood Development of Regional Impact Development Order (as amended to date, the "Development Order" or "D.O."); and

WHEREAS, the Northwood Development of Regional Impact (the "Project") has also received zoning approval as a Master Planned Unit Development by Rezoning Petition No. 3110, as amended (the "MPUD Approval"); and

WHEREAS, on June 8, 2004, the County approved an amendment to the Development Order in response to Notices of Proposed Change ("NOPC") filed by the DEVELOPER approving their proportionate share contribution for traffic impacts as defined therein; and

WHEREAS, on June 8, 2004, the County approved a Development Agreement establishing the amount of \$4,017,616 as the DEVELOPER's proportionate share contribution ("Proportionate Share") for the transportation impacts of the Project and requiring the DEVELOPER to apply the Proportionate Share toward improvements to County Line Road and C.R. 581 ("Pipeline Project 'A'") as defined therein; and

WHEREAS, on _____, Pasco County approved an amendment to the Development Order (hereinafter referred to as "Amendment") in response to a Notice of Proposed Change ("NOPC") filed by the Developer approving a time extension for completion of construction of C.R. 581 drainage facilities, and an extension of time for the commencement and completion of Pipeline Project "A"; and

WHEREAS, the amendment extends the deadline for completion of C.R. 581 drainage facilities from May 15, 2005 to six months after approval of Resolution No. _____, extends the date of conveyance of one acre of property in event said deadline cannot be met from June 15, 2005 to seven months after approval of Resolution No. _____, extends the commencement date for the construction of Pipeline Project "A" from December 1, 2005 to April 1, 2007, and extends the completion date for the Pipeline Project from June 1, 2007 to March 31, 2008.

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

A. WHEREAS CLAUSES.

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

B. AMENDMENT.

Section D(d) entitled "Construction" is hereby amended to read as follows:

The Developer shall be responsible for constructing, at Developer's sole expense and regardless of cost, Pipeline Project A, commencing within ninety (90) days after securing all necessary permits and approvals and in any event no later than ~~December 1, 2005~~, April 1, 2007. Construction shall be in conformance with the approved design plans and permits, and shall be completed within ~~eighteen (18) months~~ twelve (12) months after commencement, and, in any event, no later than ~~June 1, 2007~~ March 31, 2008.

Section J entitled "581 Drainage Facilities" is hereby amended to read as follows:

MJG shall provide drainage easements necessary to accommodate, and design, permit, construct and maintain, drainage retention facilities, including any required piping, resulting from the widening of C.R. 581 adjacent to the Project (collectively, "**581 Drainage Facilities**"). The 581 Drainage Facilities shall be accommodated within retention facilities serving property owned by MJG. The incremental expense of MJG in designing, permitting and constructing the 581 Drainage Facilities beyond any costs or expenses incurred by MJG in designing, permitting or constructing drainage facilities necessary for MJG's property or improvements shall be paid to MJG by the County. MJG shall submit invoices for work performed on the 581 Drainage Facilities not more frequently than monthly. Each such invoice shall be accompanied by a certification by the independent engineer for the 581 Drainage Facilities as to the portion of such invoice which represents the incremental cost of the 581 Drainage Facilities. The County shall promptly reimburse MJG for actual reasonable incremental design, engineering, permitting and construction costs for the 581 Drainage Facilities that exceed MJG's costs and expenses for designing, permitting, and constructing drainage facilities necessary for MJG's property or improvements. The aggregate of such incremental costs shall not exceed \$626,000. MJG shall coordinate the design, permitting and construction of the 581 Drainage Facilities with the developers of the Seven Oaks DRI and Pasco County to ensure that the 581 Drainage Facilities constructed by MJG are adequate to accommodate drainage retention from C.R. 581 adjacent to the Project. MJG shall complete construction of the 581 Drainage Facilities no later than ~~May 15, 2005~~; six months after the approval of Resolution No. _____. Upon completion of construction, MJG or its successor shall be responsible for all future maintenance of the 581 Drainage Facilities; provided, however, the drainage easement provided to the County shall give the County the ability to maintain the facilities in the event MJG or its successor defaults on its obligation to maintain the facilities. If the design, permitting, and construction have not been completed on or before ~~May 15, 2005~~; the deadline as referenced hereinabove, then MJG shall within seven months after the approval of Resolution No. _____ ~~on or before June 15, 2005~~ convey one (1) acre of property to the

County, in dimensions reasonably acceptable to the County, within the area depicted on Map H, solely for use as 581 Drainage Facilities, which conveyance shall fully satisfy MJG's obligation with respect to the 581 Drainage Facilities. Simultaneously with such conveyance, the County or the developers of the Seven Oaks DRI shall pay MJG \$18 per square foot for the property conveyed to the County. Construction of the widening of C.R. 581 shall be completed in accordance with that certain Development Agreement between Pasco County, Pittway Real Estate, and SB & Associates for Development of Regional Impact No. 129 dated September 25, 2001, as amended, on or before December 31, 2006.

C. FULL FORCE AND EFFECT.

Except as amended herein, the Agreement is affirmed and all terms and conditions contained in the Agreement shall remain in full force and effect.

D. MODIFICATION.

This Agreement, as amended herein, cannot be further amended, waived, modified, discharged or terminated except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such amendment, waiver, modification, discharge or termination is sought.

E. COUNTERPARTS.

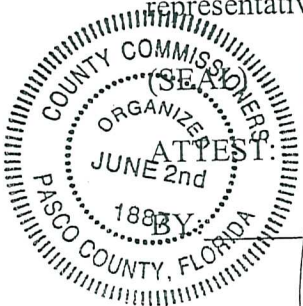
This Amendment may be executed by any number of identical counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

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

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____

DATE: _____ APPROVED
NOV 08 2006



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

BY: _____
ATTORNEY

MJG VENTURES, LTD., a Florida Limited Partnership

By: Kallispell Corp., General Partner

By: Josephine Greco, President

Cindy Hickey
WITNESS

[Signature]
WITNESS

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 18th day of December, 2006, by Josephine Greco, President of Kallispell Corp., General Partner of MJG VENTURES, LTD, on behalf of the Limited Partnership. He/she is personally known to me or has produced _____ as identification.



Cindy Hickey
Commission # DD305562
Expires July 15, 2008
Bonded Troy Fahn - Insurance, Inc. 800-385-7019

Cindy Hickey
NOTARY

KIMCO TAMPA, L.P.
By: [Signature]

[Signature]
WITNESS

[Signature]
WITNESS

STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me on this 21st day of December, 2006, by Norman Brody, VP of Development of KIMCO TAMPA, L.P. He/she is personally known to me or has produced _____ as identification.

Jenee R. Dessenberg
NOTARY



By:

WITNESS

COUNTY OF

_____ as identification.

DONNA J. KELLEY
Notary Public, State of Florida
My comm. exp. **May 13, 2008**
Comm. No. **DD 289473**



PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7004 1160 0000 4437 8137
RETURN RECEIPT REQUESTED

December 4, 2006

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

RE: Northwood - Development of Regional Impact (#119)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find certified copies of the Northwood Development of Regional Impact #119 Development Order Amendment (Resolution No. 07 -39) and Notice of Adoption, which are hereby rendered in accordance with Chapter 380.06, Florida Statutes. This development order was approved by the Pasco County Board of County Commissioners on November 8, 2006.

Sincerely,

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

Cynthia D. Spidell, MBA
Planner II

Enclosure

RESOLUTION AMENDING THE DEVELOPMENT ORDER FOR THE NORTHWOOD DEVELOPMENT OF REGIONAL IMPACT (RESOLUTION NO. 86-17) EXTENDING THE COMPLETION DATE FOR CONSTRUCTION OF DRAINAGE FACILITIES FOR COUNTY ROAD 581, EXTENDING THE COMMENCEMENT DATE FOR CONSTRUCTION OF THE PIPELINE PROJECT "A" AND EXTENDING THE COMPLETION DATE FOR SAID PIPELINE PROJECT.

WHEREAS, in accordance with Section 380.06, Florida Statutes, on October 8, 1985, the Pasco County Board of County Commissioners ("**Board**") adopted a Development Order approving, with conditions, the Northwood Development of Regional Impact (the "**Project**"), by Resolution No. 86-17 ("**Development Order**"); and

WHEREAS, on December 17, 1985, the Board adopted Resolution No. 86-68 amending the Development Order, which included an amendment to the Master Drainage Plan requirement; and

WHEREAS, on October 21, 1986, the Board adopted Resolution No. 87-17 amending the Development Order; however, Resolution No. 87-17 was not properly rendered, pursuant to Chapter 380, Florida Statutes, and was repealed by Resolution No. 95-41; and

WHEREAS, on November 15, 1994, the Board adopted Resolution No. 95-41, an amendment to the Development Order, which included among other amendments, an extension of the Development build-out and phases thereof by six (6) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on October 12, 1999, the Board adopted Resolution No. 00-13, an amendment to the Development Order, which included among other amendments, an extension of the Development build-out for Phases II and III by ten (10) years to September 23, 2010, for a cumulative total extension of sixteen (16) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on April 18, 2000, the Board adopted Resolution No. 00-172, an amendment to the Development Order, which included amendments to (1) add residential support land uses in Phase II; (2) increase Phase II residential entitlements; (3) increase Phase II commercial entitlements; and (4) revise the Master Development Plan; and

WHEREAS, on October 1, 2001, and February 19, 2002, respectively, Northwood Centers/MJG Ventures, Ltd. (“**MJG**”) and the Spanos Corporation (“**Spanos**”), filed a Notification of a Proposed Change to a Previously Approved Development of Regional Impact (“**DRI**”) and incremental traffic analyses (collectively the “**NOPC**”), pursuant to Subsection 380.06(19), with Pasco County, Florida (“**County**”), with copies provided to the Tampa Bay Regional Planning Council (“**TBRPC**”), the Florida Department of Community Affairs (DCA), and the Florida Department of Transportation (“**FDOT**”); and

WHEREAS, on June 8, 2004, the Board adopted Resolution No. 04-205, an amendment to the Development Order, which included among other amendments, the identifications of a new school site, and the identification of the location of County Road 581 drainage facilities; and

WHEREAS, in accordance with Subsection 380.06(19), Florida Statutes, on November 14, 2005, MJG, filed a Notice of Proposed Change (NOPC) to a previously approved DRI know as Northwood, requesting an extension of time to complete the construction of drainage facilities for County Road 581 from May 15, 2005 to six months after the approval of this Resolution and extending the date set for conveyance to Pasco County of one acre of property for drainage if said construction deadline cannot be met from June 15, 2005 to seven months after the approval of this Resolution.

WHEREAS, in accordance with Subsection 380.06(19), Florida Statutes, on March 27, 2006, MJG filed an amendment to the pending Notice of Proposed Change (NOPC) adding a request for the extension of time for commencement of the construction of Pipeline Project “A”, and an extension of time to complete said Pipeline Project.

WHEREAS, a correction to Footnote No.1 on Page 5 of Resolution No. 04-205 approved by the BCC on June 8, 2004 requires revision from “Approved for Parcel 13” to “Approved for Parcels 12 and 13” to make the footnote consistent with the NOPC application.

WHEREAS, pursuant to Chapter 380.06(19)(3)(e) Florida Statutes, the Proposed Changes are presumed to create a substantial deviation, however it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided sufficient information to rebut the presumption of a substantial deviation; and

WHEREAS, the NOPC has satisfactorily addressed all regional issues related to the development and;

WHEREAS, the Board, as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider amendments to DRIs; and

WHEREAS, the public notice requirement of Chapter 380.06(19), Florida Statutes, has been satisfied; and

WHEREAS, the Board has reviewed the Proposed Changes, as well as all related testimony and evidence submitted by each party and members of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Commission in regular session duly assembled this 8th day of November 2006, that:

1. Introduction. This Resolution shall constitute an amendment to the Development Order.
2. General Findings of Fact. The Board of County Commissioners makes the following General Findings of Fact:
 - a. The Development Order is a valid, final development order within the provision of Section 163.3167(8), Florida Statutes, affecting the property described on **Exhibit "A"** attached hereto and incorporated herein.
 - b. The Revised Proposed Change to the Development Order is presumed to be create a substantial deviation pursuant to Section 380.06(19)(e)(3), Florida Statutes.
 - c. The Developer has submitted clear and convincing evidence to rebut the presumption that the Revised Proposed Change to the Development Order is a substantial deviation.
 - d. The Board of County Commissioners scheduled and held a public hearing on the Revised Proposed Change to the Development Order on November 8, 2006.
 - e. Notice of the hearing has been published in a newspaper of general circulation prior to the date set for the Board of County Commissioners hearing.

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

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

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

II. CONCLUSIONS OF LAW

The Board, having made the above findings of fact, reaches the following conclusions of law:

A. Development in accordance with the Proposed Changes will not unreasonably interfere with the achievement of the objectives of the adopted State Comprehensive Plan.

B. The Proposed Changes are consistent with Pasco County land development regulations and the adopted local comprehensive plan.

C. The Proposed Changes, together with all previous amendments, do not create additional, unmitigated impacts to public facilities or any type of unmitigated regional impact beyond those treated under the Development Order. The proposed amendments, therefore, do not constitute a substantial deviation from the Development Order pursuant to Chapter 380.06, Florida Statutes.

D. Nothing herein shall limit or modify the rights originally approved by the Development Order or the protection afforded under Section 163.3167(8), Florida Statutes.

E. The Proposed Changes, once effective, are consistent with the provisions of Section 402, Pasco County Land Development Code; the Pasco County Concurrency Management System; and the development rights granted by the Development Order, as amended hereby, remain vested thereunder through the build-out date.

F. The Proposed Changes are consistent with the recommendation of TBRPC.

G. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County and Developer are authorized to approve/conduct development as described herein.

H. The review by the County, TBRPC and other participating agencies and interested citizens reveals that the Proposed Changes do not create additional, unmitigated impacts on regionally significant natural resources, facilities and services beyond those previously reviewed in ADA, and that mitigation of all impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

III. ORDER

The Board, having made the above findings of fact and having drawn the above conclusions of law, hereby approves the Proposed Changes and the Proposed Development as defined herein and orders that the Development Order be amended as follows:

A. Section B.12.(c)(7) is hereby amended as follows:

Construction. Owners shall be responsible for constructing the Roadway improvement and the Roadway Appurtenances. Construction shall be in conformance with the approved design plans and permits and the Development Agreement. Owners shall commence construction within ninety (90) days after securing all necessary permits and approvals, and in any event no later than ~~December 1, 2005;~~ April 1, 2007, and shall complete construction within ~~eighteen (18) months~~ twelve (12) months after commencement, and in any event no later than ~~June 1, 2007~~ March 31, 2008.

B. Section B.12.(c)8 is hereby amended as follows:

Drainage Facilities. MJG shall provide drainage easements necessary to accommodate, and design, permit, construct and maintain, drainage retention facilities, including any required piping, resulting from the widening of C.R. 581 adjacent to the Project (collectively, "**581 Drainage Facilities**"). The 581 Drainage Facilities shall be accommodated within retention facilities serving

property owned by MJG. The incremental expense of MJG in designing, permitting and constructing the 581 Drainage Facilities beyond any costs or expenses incurred by MJG in designing, permitting or constructing drainage facilities necessary for MJG's property or improvements shall be paid to MJG by the County. MJG shall submit invoices for work performed on the 581 Drainage Facilities not more frequently than monthly. Each such invoice shall be accompanied by a certification by the independent engineer for the 581 Drainage Facilities as to the portion of such invoice which represents the incremental cost of the 581 Drainage Facilities. The County shall promptly reimburse MJG for actual reasonable incremental design, engineering, permitting and construction costs for the 581 Drainage Facilities that exceed MJG's costs and expenses for designing, permitting, and constructing drainage facilities necessary for MJG's property or improvements. The aggregate of such incremental costs shall not exceed \$626,000. MJG shall coordinate the design, permitting and construction of the 581 Drainage Facilities with the developers of the Seven Oaks DRI and Pasco County to ensure that the 581 Drainage Facilities constructed by MJG are adequate to accommodate drainage retention from C.R. 581 adjacent to the Project. MJG shall complete construction of the 581 Drainage Facilities no later than ~~May 15, 2005~~ six months after the approval of this Resolution. Upon completion of construction, MJG or its successor shall be responsible for all future maintenance of the 581 Drainage Facilities; provided, however, the drainage easement provided to the County shall give the County the ability to maintain the facilities in the event MJG or its successor defaults on its obligation to maintain the facilities. If the design, permitting, and construction have not been completed on or before ~~May 15, 2005~~, the deadline as referenced hereinabove, then MJG shall ~~on or before June 15, 2005~~ convey one (1) acre of property to the County, in dimensions reasonably acceptable to the County, within the area depicted on Map H, solely for use as 581 Drainage Facilities, which conveyance shall fully satisfy MJG's obligation with respect to the 581 Drainage Facilities within seven months after the approval of this Resolution. Simultaneously with such conveyance, the County or the developers of the Seven

Oaks DRI shall pay MJG \$18 per square foot for the property conveyed to the County. Construction of the widening of C.R. 581 shall be completed in accordance with that certain Development Agreement between Pasco County, Pittway Real Estate, and SB & Associates for Development of Regional Impact No. 129 dated September 25, 2001, as amended on or before December 31, 2006.

C. Footnote No. 1 to the Development Entitlement Table Specific Approval in accordance with Resolution No. 04-205 shall be amended as follows:

¹ Approved for Parcels 12 and 13

(2). Effective Date And Transmittals. This resolution shall take effect immediately upon adoption. Upon adoption, certified copies of this resolution shall be transmitted by the County's Clerk of the Circuit Court, via certified mail, to DCA, TBRPC and the applicant, pursuant to Chapter 380, Florida Statutes. Applicant shall record a Notice of Adoption of this resolution as required pursuant to Chapter 380, Florida Statutes.

DONE AND RESOLVED THIS 8th day of November, 2006.



JED PITTMAN, CLERK

BOARD OF COUNTY
COMMISSIONERS OF PASCO
COUNTY, FLORIDA

APPROVED

NOV 08 2006

BY: [Signature]
CHAIRMAN

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

BY: [Signature]
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1-7 OF 7 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
29th of November, 2006
JED PITTMAN, CLERK TO THE BOARD
BY: [Signature] D.C.

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER
FOR NORTHWOOD DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 07-39, dated November 8, 2006, has adopted an amendment to the development order for a Development of Regional Impact known as Northwood (Resolution No. 86-17). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit A of the development order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, 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 A nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

Board of County Commissioners
Of Pasco County, Florida

By: [Signature]

Chairman

APPROVED

NOV 08 2006

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing Notice of Adoption of Development Order was acknowledged before me this 8th day of November, 2006.

[Signature]
~~Notary~~ Deputy Clerk
~~My Commission Expires~~



APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

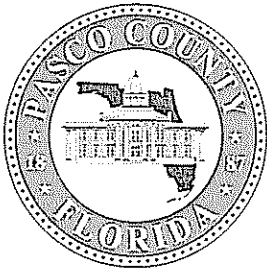
By: [Signature]

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1 OF 1 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
8th day of November, 2006

JED PITTMAN, CLERK TO THE BOARD

BY: [Signature] D.C.



PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7003 2260 0000 3999 5063
RETURN RECEIPT REQUESTED

June 28, 2004

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

RE: Northwood - Development of Regional Impact (#119)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Northwood Development of Regional Impact # 119, Development Order Amendment (Resolution No. 04-205), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This development order amendment was approved by the Pasco County Board of County Commissioners on June 8, 2004.

Sincerely,

Michael LaSala, AICP
Senior Planner

Enclosure

cc: Samuel P. Steffey II, Growth Management Administrator
File

**RESOLUTION AMENDING THE DEVELOPMENT
ORDER FOR THE NORTHWOOD DEVELOPMENT
OF REGIONAL IMPACT (RESOLUTION NO. 86-17).**

WHEREAS, in accordance with Section 380.06, Florida Statutes, on October 8, 1985, the Pasco County Board of County Commissioners ("Board") adopted a Development Order approving, with conditions, the Northwood Development of Regional Impact (the "Project"), by Resolution No. 86-17 ("Development Order"); and

WHEREAS, on December 17, 1985, the Board adopted Resolution No. 86-68 amending the Development Order, which included an amendment to the Master Drainage Plan requirement; and

WHEREAS, on October 21, 1986, the Board adopted Resolution No. 87-17 amending the Development Order; however, Resolution No. 87-17 was not properly rendered, pursuant to Chapter 380, Florida Statutes, and was repealed by Resolution No. 95-41; and

WHEREAS, on November 15, 1994, the Board adopted Resolution No. 95-41, an amendment to the Development Order, which included among other amendments, an extension of the Development build-out and phases thereof by six (6) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on October 12, 1999, the Board adopted Resolution No. 00-13, an amendment to the Development Order, which included among other amendments, an extension of the Development build-out for Phases II and III by ten (10) years to September 23, 2010, for a cumulative total extension of sixteen (16) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on April 18, 2000, the Board adopted Resolution No. 00-172, an amendment to the Development Order, which included amendments to (1) add residential support land uses in Phase II; (2) increase Phase II residential entitlements; (3) increase Phase II commercial entitlements; and (4) revise the Master Development Plan; and

WHEREAS, on October 1, 2001, and February 19, 2002, respectively, Northwood Centers/MJG Ventures, Ltd. ("MJG") and the Spanos Corporation ("Spanos"), filed a Notification of a Proposed Change to a Previously Approved Development of Regional Impact ("DRI") and incremental traffic analyses (collectively the "NOPC"), pursuant to Subsection 380.06(19), with Pasco County, Florida ("County"), with copies provided to the Tampa Bay

Regional Planning Council ("TBRPC"), the Florida Department of Community Affairs (DCA), and the Florida Department of Transportation ("FDOT"); and

WHEREAS, the MJG application included an analysis of entitlements for land now owned by Kimco Tampa, L.P. ("Kimco"); and

WHEREAS, Spanos is the contract-purchaser of land owned by Lem P. Woods, Jr., Julianne Woods Johnson, Elizabeth Leigh Woods, Pamela S. Woods (a/k/a Pamela Woods Collister), Linda Webb Woods, Beth Anderson Woods (a/k/a Beth Sessums), and Barbara Anderson Woods As Trustee Of The Barbara Anderson Woods Revocable Trust Under Agreement Dated 6/15/1978 (collectively "Woods"); and

WHEREAS, MJG, Spanos, Woods and Kimco are sometimes collectively referred to herein as "Owners"; and

WHEREAS, the NOPC and incremental traffic study submitted by Owners proposed to amend the Development Order to (1) designate the location of specifically approved commercial entitlements; (2) approve the next increments of residential and commercial development; (3) modify reporting frequency; (4) modify the condition regarding dedication of a school site; (5) modify the approved Master Development Plan to (i) reflect the foregoing changes, (ii) identify a new school site, (iii) show additional access points for commercial parcels 14 and 18, (iv) update parcel acreages, and (v) identify the location of the County Road 581 Drainage Facilities (defined below) and (6) identify the transportation mitigation required for the next increments of development (collectively, as modified by this Resolution, the "Proposed Changes")); and

WHEREAS, the Proposed Changes are presumed to create a substantial deviation pursuant to Subsection 380.06(10)(c), Florida Statutes; and

WHEREAS, the NOPC has satisfactorily addressed all regional issues related to the development and the presumption of a substantial deviation has been rebutted; and

WHEREAS, the Board, as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider amendments to DRIs; and

WHEREAS, the public notice requirement of Chapter 380.06(19), Florida Statutes, has been satisfied; and

WHEREAS, the Board has reviewed the Proposed Changes, as well as all related testimony and evidence submitted by each party and members of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the Proposed Changes to the Northwood Development Order as described in NOPC are approved and the Development Order is amended as set forth below:

I. GENERAL FINDINGS OF FACT

The Board, having received the NOPC and having received all related comments, testimony and evidence submitted by each party and members of the general public, finds that there is substantial competent evidence to support the following findings of fact:

A. The Development Order is a valid, final development order within the provision of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.

B. The NOPC includes a description of the Proposed Changes.

C. A comprehensive review of all the impacts generated by the Proposed Changes, together with all previous amendments, has been conducted by the County, the TBRPC, and the DCA.

D. The Proposed Changes, together with all previous amendments, do not create additional, unmitigated regional impacts on transportation or other public facilities, including water, wastewater, drainage, solid waste, recreation, and mass transit from the original projections set forth in the Application for Development Approval (ADA).

E. The property is not located in an area of critical state concern as designated by Chapter 380.05, Florida Statutes.

II. CONCLUSIONS OF LAW

The Board, having made the above findings of fact, reaches the following conclusions of law:

A. Development in accordance with the Proposed Changes will not unreasonably interfere with the achievement of the objectives of the adopted State Comprehensive Plan.

B. The Proposed Changes are consistent with Pasco County land development regulations and the adopted local comprehensive plan.

C. The Proposed Changes, together with all previous amendments, do not create additional, unmitigated impacts to public facilities or any type of unmitigated regional impact beyond those treated under the Development Order. The proposed amendments, therefore, do

not constitute a substantial deviation from the Development Order pursuant to Chapter 380.06, Florida Statutes.

D. Nothing herein shall limit or modify the rights originally approved by the Development Order of the protection afforded under Section 163.3167(8), Florida Statutes.

E. The Proposed Changes, once effective, are consistent with the provisions of Section 402, Pasco County Land Development Code; the Pasco County Concurrency Management System; and the development rights granted by the Development Order, as amended hereby, remain vested thereunder through the build-out date.

F. The Proposed Changes are consistent with the recommendation of TBRPC.

G. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County and Developer are authorized to approve/conduct development as described herein.

H. The review by the County, TBRPC and other participating agencies and interested citizens reveals that the Proposed Changes do not create additional, unmitigated impacts on regionally significant natural resources, facilities and services beyond those previously reviewed in ADA, and that mitigation of all impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

III. ORDER

The Board, having made the above findings of fact and having drawn the above conclusions of law, hereby approves the Proposed Changes and the Proposed Development as defined herein and orders that the Development Order be amended as follows:

A. Development Entitlements. The development entitlements for the Project are comprised of previously specifically approved increments and the increment proposed and specifically approved by this Resolution, as well as conceptually approved entitlements not specifically approved by this Resolution. Conceptually approved entitlements require further transportation analysis and/or improvements in accordance with Section B.12. of the Development Order. These increments are as follows:

Increment	Residential	Commercial	Build-Out Date
Previous Specific	955	260,000	December 31, 2007*

Approvals			
Specific Approval per this DO Amendment	624 ¹	277,500 ²	December 31, 2007*
Conceptual Approval remaining after this DO Amendment	251	25,000	September 23, 2010
TOTAL	1830	562,500	

*The term "build-out date" for purposes of these entitlements shall mean: (a) for single-family residential entitlements, final plat approval of the entitlements by the Board of County Commissioners by December 31, 2007; or (b) for all other entitlements, completion of all infrastructure improvements necessary for the approved entitlements by December 31, 2007 and issuance of Certificates of Occupancy for the approved entitlements by September 23, 2010. Approval of any portion of the entitlements for which the necessary final plat approval or infrastructure improvements have not been completed by December 31, 2007 or for which Certificates of Occupancy have not been issued by September 23, 2010 shall require a build-out date extension in accordance with paragraph G. of this Development Order Amendment.

B. Master Development Plan. The revised Master Development Plan, dated May 26, 2004, which reflects the Proposed Changes and which is attached hereto and made a part hereof as Exhibit "B", is hereby approved and adopted, and becomes part of the Development. This revised Master Development Plan supersedes all previously adopted master plans. Nothing however shall prevent the County from zoning the property consistent with the revised Master Development Plan upon receipt of a Zoning Permit application.

C. Condition B.14.a. of Resolution 86-17, as modified by Condition 4.O.a of Resolution 95-41 is hereby deleted and replaced with the following:

a. A school site in a geographical location acceptable to the School Board consisting of a minimum 15 contiguous upland developable acres suitable for a school site shall be conveyed to the School Board by July 1, 2008. The owner conveying the proposed site to the School Board shall provide for site access to said school site by a minimum two-lane paved roadway, as well as access to water, sewer and electrical facilities (suitable for a school) prior to completion of the construction of the school.

b. The conveyance of the school site shall be in a form acceptable to the School Board, shall be free and clear of liens, and shall be excluded from the boundaries of all special districts and exempt from all covenants and deed restrictions, except that the property shall be limited to use as a school site.

c. In accordance with the Pasco County School Impact Fee Ordinance No. 01-06, as amended, the owner of the land conveyed shall receive school impact fee credits for the

¹ Approved for Parcel 13.

² Allocated to Parcels 1, 14 and 18.

upland developable acreage conveyed to the School Board for the total purchase price agreed upon by the owner and the School Board in the amount of \$30,000 per net upland useable acre and such other credits as are available pursuant to the School Impact Fee Ordinance.

d . Once the school site is agreed upon, Map H shall be revised accordingly and submitted to the County, the Florida Department of Community Affairs and the Tampa Bay Regional Planning Council, but no Notice of Proposed Change or other amendment to the Development Order shall be required. No preliminary plans, preliminary site plans or construction plans shall be approved for Parcels 1, 2, 3, 4, 5, 6, and 7 until such time that the school site is agreed upon, and Map-H is revised to designate the school site.

D. Transportation Analysis. Pursuant to Section B.12.a., Alternative II of the Development Order, MJG (for itself and Kimco) and Spanos have provided updated traffic analyses to determine the appropriate mitigation for traffic impacts resulting from the portion of the Project for which they are seeking specific approval. Specific approval of the Spanos development (624 multifamily dwelling units), the Kimco development (22,000 square feet of retail), and, the MJG development (255,500 square feet of retail) (collectively referred to herein as the "Proposed Development"), is hereby granted subject to compliance with the mitigation requirements set out in new Section B.12.(c) as set out herein.

D. Section B.12.(c) is hereby added as follows:

(c) Proportionate Share. Exhibit "C" attached hereto describes those roadways and intersections significantly impacted by the Proposed Development and the required improvements that need to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections. Rule 9J-2.045, Florida Administrative Code, allows the County to elect one of several transportation mitigation alternatives in order for the Developer to mitigate the transportation impacts of the Proposed Development, including the payment by the Developer of its proportionate-share contribution for the roadway and intersection improvements identified in Exhibit C. Rule 9J-2.045, Florida Administrative Code, allows the Developer's proportionate-share contribution to be applied to expeditiously construct one (1) or more of the roadway improvements identified in Exhibit C. The Total Proportionate Share for the transportation impacts of the Proposed Development, together with all previously approved development in the Project calculated in accordance Rule 9J-2.0255, Florida Administrative Code is \$5,246,043.00. The Total Proportionate Share owed for the Proposed

Development shall be reduced by the sum of \$1,228,427.00 as a credit for a portion of the transportation impact fees paid with respect to previously approved development within the project, with the difference, \$4,017,616.00, referred to herein as the **"Proportionate Share"**.

(1) Mitigation. The requirements of this development order, including those specifically described in this Section B.12.(c)(1), have been determined to be the appropriate requirements to cure and mitigate the impacts of the Proposed Development on regionally significant roadways within the project impact area. The approval of this mitigation/curing mechanism is based upon the project's impact on transportation facilities, the substantial public benefit to be gained by accelerating the design and construction of major public facilities, and its consistency with Pasco County, TBRPC and DCA policies regarding pipelining transportation impacts.

(2) Development Agreement. Pipeline Project A as depicted on Exhibit "D" and described below, shall be completed regardless of cost in accordance with the Development Agreement between the County and Owners (the **"Development Agreement"**). Except for modifications of the Development Agreement that materially modify Subsections B.12.(c)(4), (5), (6) and (7) of this development order, modifications of the Development Agreement and Exhibit "D" shall not require the submission of an NOPC Application by Owners. Completion of Pipeline Project A in accordance with the Development Order and Development Agreement satisfies all transportation mitigation requirements for the Proposed Development of Owners. Owners shall be able to apply for and obtain development permits and certificates of occupancy for the Proposed Development of Owners, provided Owners are in compliance with the terms of the Development Agreement.

(3) Pipeline Project A. Owners and County agree that the transportation improvement obligations described in Subsections B.12.(c)(4), (5), (6) and (7) below, Pipeline Project A," if constructed in accordance with this Development Order and the Development Agreement, will satisfy fully all transportation mitigation requirements for the transportation impacts of the Proposed Development by Owners and their Proportionate Share obligations. Owners and the County have entered into the Development Agreement pursuant to Chapter 163, Florida Statutes, to more fully detail the obligations of Owners and the County

related to Pipeline Project A. The estimated cost of design, permitting, and construction of Pipeline Project A is \$4,364,296.³

(4) Design.

(a) Owners, at their sole expense, shall design Pipeline Project A (the "Roadway Improvement"), together with on-site and off-site storm water management facilities, flood-plain mitigation, and wetland mitigation required to accommodate the Roadway Improvement (collectively referred to herein as "Roadway Appurtenances") in accordance with the requirements of the Development Agreement. Owners shall commence the design within ninety (90) days after approval of this Resolution.

(5) Permitting. Owners shall permit the Roadway Improvement and the Roadway Appurtenances for construction, consistent with the approved design. Owners shall complete such design and permitting within one (1) year after commencing the design.

(6) Right-of-Way and Drainage. Owners agree to deed to the County any additional right-of-way under the control of Owners that is necessary for the construction of the intersection improvements at County Line Road and County Road 581 described on Exhibit E (i.e., the Roadway Improvement), together with on-site and off-site storm water management facilities, floodplain mitigation, and wetland mitigation required to accommodate the Roadway Improvement (i.e., the Roadway Appurtenances) in accordance with the approved design plans and Development Agreement. If right-of-way is required that cannot otherwise be provided by Owners, the County agrees to assist in the acquisition of such right-of-way in accordance with the terms of the Development Agreement. Owners shall be entitled to transportation impact fee credits for any dedicated right-of-way in accordance with the Transportation Impact Fee Ordinance and the Development Agreement.

(7) Construction. Owners shall be responsible for constructing the Roadway Improvement and the Roadway Appurtenances. Construction shall be in conformance with the approved design plans and permits and the Development Agreement. Owners shall

³ \$605,000 of this sum will be remitted by the City of Tampa ("Tampa") to the County and paid as reimbursement to Owners for invoices paid by them in connection with the design, permitting, and construction of Pipeline Project A, all pursuant to an agreement between the County and Tampa with respect to a project in Hillsborough County, Florida, known as Scala. In all events, however, Owners are responsible for the cost of construction of Pipeline Project A irrespective of (i) cost or (ii) any contribution by Tampa. If for any reason the City of Tampa fails to remit the \$605,000 to the County, the County shall be under no obligation to reimburse Owners for the \$605,000 or otherwise reimburse or credit Owners for any design, permitting, and construction costs for Pipeline Project A that exceed the amount allocated for Pipeline Project A in the County's CIP as more fully set forth in the Development Agreement. The County shall reimburse Owners for the \$605,000 in same manner that the County provides impact fee credits pursuant to Section H.2. of the Development Agreement; however, any CIP limitations in Section H.2. of the Development Agreement or the Impact Fee Ordinance shall not apply to the \$605,000 reimbursement.

commence construction within ninety (90) days after securing all necessary permits and approvals, and in any event no later than December 1, 2005, and shall complete construction within eighteen (18) months after commencement, and in any event no later than June 1, 2007.

(8) Drainage Facilities. MJG shall provide drainage easements necessary to accommodate, and design, permit, construct and maintain, drainage retention facilities, including any required piping, resulting from the widening of C.R. 581 adjacent to the Project (collectively, "581 Drainage Facilities"). The 581 Drainage Facilities shall be accommodated within retention facilities serving property owned by MJG. The incremental expense of MJG in designing, permitting and constructing the 581 Drainage Facilities beyond any costs or expenses incurred by MJG in designing, permitting or constructing drainage facilities necessary for MJG's property or improvements shall be paid to MJG by the County. MJG shall submit invoices for work performed on the 581 Drainage Facilities not more frequently than monthly. Each such invoice shall be accompanied by a certification by the independent engineer for the 581 Drainage Facilities as to the portion of such invoice which represents the incremental cost of the 581 Drainage Facilities. The County shall promptly reimburse MJG for actual reasonable incremental design, engineering, permitting and construction costs for the 581 Drainage Facilities that exceed MJG's costs and expenses for designing, permitting, and constructing drainage facilities necessary for MJG's property or improvements. The aggregate of such incremental costs shall not exceed \$626,000. MJG shall coordinate the design, permitting and construction of the 581 Drainage Facilities with the developers of the Seven Oaks DRI and Pasco County to ensure that the 581 Drainage Facilities constructed by MJG are adequate to accommodate drainage retention from C.R. 581 adjacent to the Project. MJG shall complete construction of the 581 Drainage Facilities no later than May 15, 2005. Upon completion of construction, MJG or its successor shall be responsible for all future maintenance of the 581 Drainage Facilities; provided, however, the drainage easement provided to the County shall give the County the ability to maintain the facilities in the event MJG or its successor defaults on its obligation to maintain the facilities. If the design, permitting, and construction have not been completed on or before May 15, 2005, MJG shall, on or before June 15, 2005, convey one (1) acre of property to the County, in dimensions reasonably acceptable to the County, within the area depicted on Map H, solely for use as 581 Drainage Facilities, which conveyance shall fully satisfy MJG's obligation with respect to the 581

Drainage Facilities. Simultaneously with such conveyance, the County or the developers of the Seven Oaks DRI shall pay MJG \$18 per square foot for the property conveyed to the County. Construction of the widening of C.R. 581 shall be completed in accordance with that certain Development Agreement between Pasco County, Pittway Real Estate, and SB & Associates for Development of Regional Impact No. 129 dated September 25, 2001, as amended.

(9) Default. If the Owners fail to meet any of the time frames set forth herein, it shall be considered a default of this development order entitling the County to enforce the terms of the Development Agreement. Upon any such default, or any other Developer default under this development order or the Development Agreement, the Proposed Development and the issuance of permits, certificates of occupancy, plats and other development approvals for the Proposed Development shall cease until Pipeline Project A has been recommenced, or the default cured, to the satisfaction of the County. The Developer further agrees that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this Development Order or the Development Agreement, and acknowledges and agrees that the County has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Development Order.

(10) Force Majeure. In the event that the performance by the Owners of the commitments set forth in this development order shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the Owners shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Further, in the event that performance by the Owners of the commitments set forth in this development order shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the required improvement and which interruption or delay is caused through no fault of the Owners, then the Owners shall submit documentation regarding such event(s) to the County and TBRPC for their review and concurrence. If such documentation shows that such event(s) have taken place, then the Owners 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 Development Order.

(11) Payment of Impact Fees and Impact Fee Credits. The Owner shall pay to Pasco County transportation impact fees and be eligible for transportation impact fee credits in accordance with the adopted Transportation Impact Fee Ordinance (Ordinance 04-05, as amended), the Development Agreement and this Development Order.

(12) Traffic Monitoring. Prior to preliminary site plan/plat approval of development that is projected to generate fifty (50) percent of the pm peak hour driveway trips, (including the already built portion), the developer shall institute an annual monitoring program to verify that the total allowable trips are not exceeded. (The total driveway trips of the development shall not be allowed to exceed 1,964 in-bound and 1,739 out-bound, p.m. peak-hour trips, for a total of 3,703 p.m. peak-hour trips.) The monitoring program shall be in accordance with the following:

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

(b) If the monitoring reports indicate that the allowable trips are exceeded by more than fifteen percent (15%), the County shall conduct a substantial deviation determination and may amend the development order to change or require additional roadway improvements.

F. Annual Report. Section 1 of Condition G. of Resolution 86-17, is hereby amended to delete the "annual report" requirements and replace it with "a biennial report after the 2002-2003 report" in accordance with Section 380.06(18), F.S.

G. Delay in Build-Out. Any delay in the build-out date of the project shall require a new transportation analysis in accordance with Chapter 380.06, F.S., as the basis for a Development Order amendment which may include additional roadway improvements.

H. Effective Date And Transmittals. This resolution shall take effect upon the execution of the Development Agreement within 60 days by the appropriate parties; if the Development Agreement is not signed within 60 days by the appropriate parties, then the Board's adoption of the Development Order shall no longer be effective. Upon adoption, certified copies of this resolution shall be transmitted by the Pasco County Growth Management Department, via certified mail, to DCA, TBRPC and the applicant, pursuant to Chapter 380, Florida Statutes.

Applicant shall record a Notice of Adoption of this resolution as required pursuant to Chapter 380, Florida Statutes.

DONE AND RESOLVED THIS 8th day of June, 2004.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

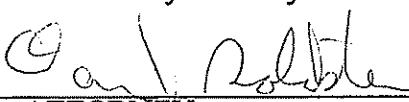
APPROVED

JUN 8 2004


JED PITTMAN, CLERK

BY: 
CHAIRMAN

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

BY: 
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1-22 OF 22 PAGES plus plan
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS

JUN 28 2004
JED PITTMAN, CLERK TO THE BOARD
BY: K M Sconick D.C.

EXHIBITS

- A. Legal Description
- B. Master Development Plan Map-H
- C. Proportionate Share Calculation Table
- D. Pipeline Project A

EXHIBIT "A"

Legal Description

EXHIBIT "A"

Legal Description

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W ¼) thereof, and less and except the right-of-way for C.R. 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for C.R. 581 and C.R. 582, Pasco County, Florida.

EXHIBIT "B"

Master Development Plan Map-H

EXHIBIT "C"

Proportionate Share Calculation Table

EXHIBIT C

**TABLE 1 (Continued 2/09)
NORTHWOOD DIST
PROPORTIONATE SHARE CALCULATION**

[illegible]

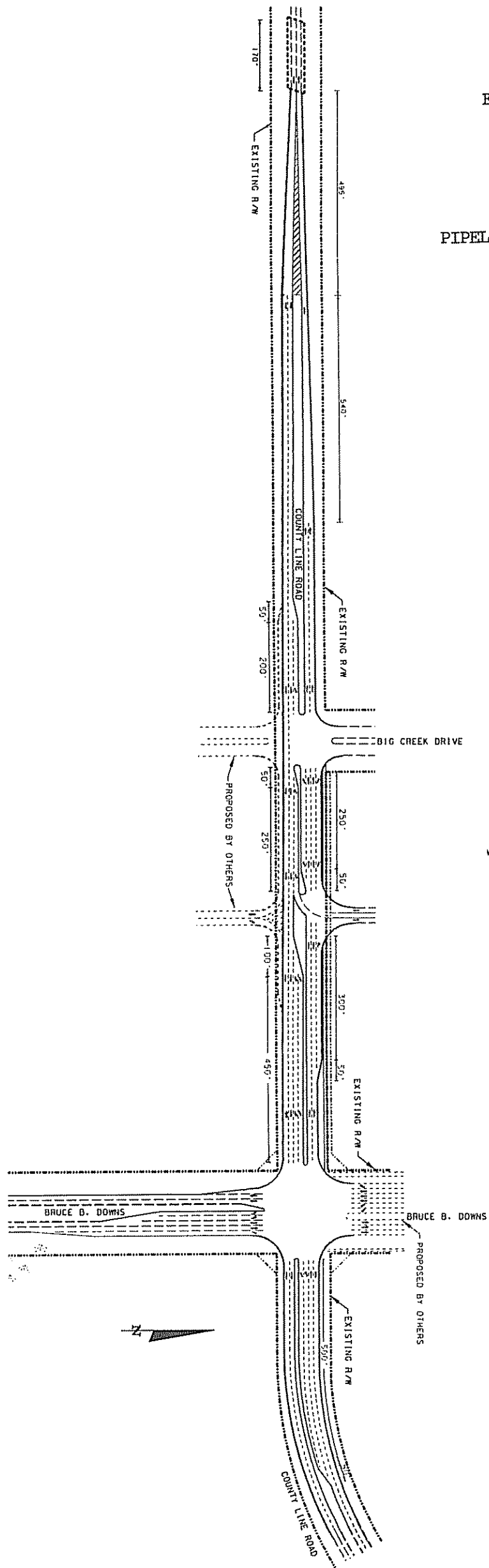
- (1) Cost estimates from *PROT* Cost Tables for addition of 2 lanes to existing 4 lanes of Interstates
- (2) Cost estimates from *PROT* Cost Tables. Assumes are 6 lane rural construction, ROW (21%), and expediting (131%)
- (3) Cost estimates from *PROT* Cost Tables
- (4) Cost estimates from *PROT* Cost Tables
- (5) Cost estimate assumes "a true widening" from 4 to 8 lanes with no shoulders or median barrier. *Sever's - PROTCURS*
- (6) Cost estimate assumes "a true widening" from 4 to 8 lanes with no shoulders or median barrier. *Sever's - PROTCURS*
- (7) Cost estimate assumes "a true widening" from 4 to 8 lanes with no shoulders or median barrier. *Sever's - PROTCURS*
- (8) Cost estimate assumes a 4 lane urban roadway. Estimates include 21% ROW and 17% expediting. *Sever's - PROT* tables
- (9) Assumed new construction of a 4 lane urban roadway. United States Northward, Table 2 for interchanges improvements
- (10) Assumed new construction of a 4 lane urban roadway. United States Northward, Table 2 for interchanges improvements

EXHIBIT "D"

Pipeline Project A

EXHIBIT D

PIPELINE PROJECT A



**NOTICE OF THE ADOPTION OF AMENDMENT TO THE
DEVELOPMENT ORDER FOR THE NORTHWOOD
DEVELOPMENT OF REGIONAL IMPACT**

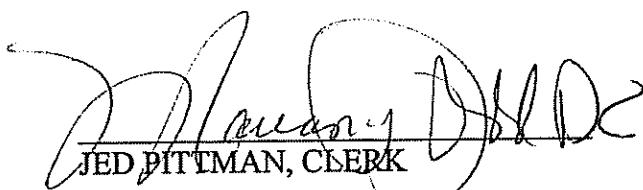
Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 04-205 dated 6/8/04, has adopted an amendment to the Development Order for a Development of Regional Impact known as Northwood (Resolution No. 86-17). The above referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

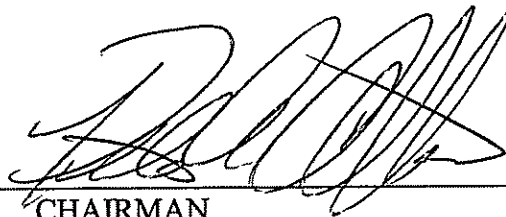
A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

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

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

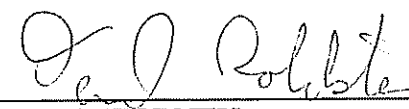

JED PITTMAN, CLERK

By: 
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED

JUN 8 2004

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

By: 
ATTORNEY

MAP H

Revised Master Development Plan

**Located in
Original Development Order File**

DEVELOPMENT AGREEMENT AMONG PASCO COUNTY,
NORTHWOOD CENTERS, LLP, MJG VENTURES, LTD.,
THE SPANOS CORPORATION AND KIMCO TAMPA, L.P.
FOR THE NORTHWOOD DEVELOPMENT OF REGIONAL IMPACT NO. 119

THIS AGREEMENT is made and entered into by and among **PASCO COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "**COUNTY**"; **NORTHWOOD CENTERS, LLP**, a Florida limited liability partnership and **MJG VENTURES, LTD.**, a Florida limited partnership, hereinafter collectively referred to as "**MJG**"; and **THE SPANOS CORPORATION**, a California corporation, hereinafter referred to as "**SPANOS**"; and **KIMCO TAMPA, L.P.**, a Florida limited partnership, hereinafter referred to as "**KIMCO**"; Lem P. Woods, Jr., Julianne Woods Johnson, Elizabeth Leigh Woods, Pamela S. Woods (a/k/a Pamela Woods Collister), Linda Webb Woods, Beth Anderson Woods (a/k/a Beth Sessums), and Barbara Anderson Woods As Trustee Of The Barbara Anderson Woods Revocable Trust Under Agreement Dated 6/15/1978 (collectively "**Woods**"). **MJG, SPANOS, KIMCO** and **WOODS** are hereinafter collectively referred to as the "**DEVELOPER**".

W I T N E S S E T H:

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

WHEREAS, on October 8, 1985, the COUNTY adopted Resolution 86-17 approving the Northwood Development of Regional Impact Development Order (as amended to date, the "**Development Order**" or "**D.O.**"); and

WHEREAS, the Northwood Development of Regional Impact (the "**Project**") has also received zoning approval as a Master Planned Unit Development by Rezoning Petition No. 3110, as amended (the "**MPUD Approval**"); and

WHEREAS, on _____, Pasco County approved an amendment to the Development Order (hereinafter the “**Amendment**”) in response to Notices of Proposed Change (“**NOPC**”) filed by the DEVELOPER approving the Proposed Development as defined therein; and

WHEREAS, Table 1, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on the results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code, allows the COUNTY to elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Table 1; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code, allows the DEVELOPER’s proportionate share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in Table 1; and

WHEREAS, the Amendment establishes the amount of \$4,017,616.00 as the DEVELOPER’s proportionate share contribution for the transportation impacts of the Proposed Development (the “**Proportionate Share**”) and requires the DEVELOPER to apply the Proportionate Share toward the construction of the Pipeline Project A as defined therein in order to mitigate the transportation impacts of the Proposed Development as defined in the Amendment; and

WHEREAS, the COUNTY has agreed to include Pipeline Project A in its Capital Improvements Program for the fiscal years following the execution of this Agreement.

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

A. WHEREAS CLAUSES

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

B. PURPOSE

It is the purpose and intent of this Agreement to set forth the terms and conditions of development approval for the Proposed Development, related to the design, right-of-way acquisition, permitting, construction and funding of Pipeline Project A. This Agreement is intended to define the terms and conditions of the COUNTY's and the DEVELOPER's participation in the Pipeline Project A, as further defined herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

C. GENERAL REQUIREMENTS

1. Legal Description: The land subject to this Agreement is legally described on Exhibit A attached hereto. The holders of legal title are Northwoods Centers, LLP; MJG Ventures, LTD; KIMCO; Barbara Anderson Woods, as Trustee of The Barbara Anderson Woods Revocable Trust created under Agreement dated June 15, 1978; Lem P. Woods; Pamela Susan Woods a/k/a Pamela Woods Collister; Elizabeth Leigh Woods; Julianne Sterling Woods, Beth Anderson Woods and Linda Webb Woods. Spanos is the contract purchaser of the parcel described in Exhibit C attached hereto.
2. Duration: This Agreement shall be for a duration of ten (10) years from the date of execution, subject to any conditions precedent or termination provisions herein or termination by mutual agreement.
3. Development Uses of Land: The Project is designated as an MPUD Master Planned Unit Development under the Pasco County Land Development Code which allows those permitted uses set forth in the MPUD Approval and the D.O.
4. Public Facilities: Transportation facilities for the Project will be provided through S.R. 56, County Road 581 and County Line Road, subject to the provisions of this Agreement.

Potable water and wastewater services for the Project are available through the

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COUNTY's existing water and sewer lines along S.R.56 and County Line Road. Solid waste disposal services for the Project are available through existing licensed collectors and the COUNTY's Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in

accordance with the terms and conditions of the COUNTY's approved construction plans and satisfaction of all COUNTY, State and Federal regulations.

5. Reservations or Dedications for Public Purpose: All reservations ("**Reservations**") and dedications for public purposes ("**Right[s]-of-Way**") shall be provided in accordance with the Development Order, this Agreement and the MPUD Approval.
6. Local Development Permits Needed: Prior to the construction of Pipeline Project A, the DEVELOPER shall obtain the necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.
7. Findings: The COUNTY has found that the Proposed Development is consistent with the Pasco County Comprehensive Plan, and to the extent not vested will be subject to the Pasco County Land Development Code.
8. Requirements Necessary for the Public Health, Safety and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens are identified and included within the zoning and development approval.
9. Compliance with Legal Requirements and Permitting: The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the

DEVELOPER of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

10. Zoning and Comprehensive Plan Issues: The Project is designated RES-6 (Residential - 6 du/ga) under the Future Land Use Map in the Pasco County Comprehensive Plan. The Project is zoned, under the Pasco County Land Development Code, as MPUD Master Planned Unit Development. The MPUD Master Planned Unit Development zoning of the Project is consistent with the land use designation for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

D. PIPELINE PROJECT:

1. Pipeline Project A: The DEVELOPER and COUNTY agree that Pipeline Project A as defined in the Amendment and in Exhibit "D" attached hereto does not include any site-related project access improvements and will fully mitigate the transportation impacts of the Proposed Development. Pipeline Project A shall be designed, permitted and constructed as follows:
 - a. Design: The DEVELOPER, at DEVELOPER's sole expense and regardless of cost, shall design the Pipeline Project A roadway and intersection improvements all as further described on Exhibit "D" attached hereto (the "**Roadway Improvement**"), together with all on-site and off-site storm water management facilities, flood-plain mitigation, and wetland mitigation required to accommodate the Roadway Improvement (collectively referred to herein as "**Roadway Appurtenances**") and to accommodate and satisfy all applicable permitting requirements. DEVELOPER shall commence the design of Pipeline Project A within ninety (90) days after approval of the Amendment.
 - b. Permitting. DEVELOPER shall permit, at DEVELOPER's sole expense and regardless of cost, Pipeline Project A for construction consistent with the

approved design. The DEVELOPER shall complete design and permitting within one (1) year after commencing the design.

- c. Right-of-way: MJG, Kimco and Spanos, as applicable, shall deed to COUNTY, within sixty (60) days after the completion and approval of sixty percent (60%) design plans for Pipeline Project A, such right-of-way under their respective control as may be required from the Project for Pipeline Project A consistent with the approved design plans. If right-of-way is required that cannot otherwise be provided by MJG, Kimco or Spanos, the COUNTY agrees to assist in the acquisition of such right-of-way, consistent with the terms of this Development Agreement. All right-of-way shall be acquired at Developer's sole expense and regardless of cost.
 - d. Construction: The DEVELOPER shall be responsible for constructing, at DEVELOPER's sole expense and regardless of cost, Pipeline Project A, commencing within ninety (90) days after securing all necessary permits and approvals and in any event no later than December 1, 2005. Construction shall be in conformance with the approved design plans and permits, and shall be completed within eighteen (18) months after commencement, and, in any event, no later than June 1, 2007.
2. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Pipeline Project, unless extended pursuant to paragraph J.22, then it shall be considered a default of this Agreement entitling the COUNTY, after giving Developer thirty (30) days advance written notice, to make a claim and collect on the entire performance guarantee required by Section H.4. below for the Pipeline Project. Upon said default, the COUNTY, after giving Developer thirty (30) days advance written notice, may cease the issuance of building permits, certificates of occupancy, plats and other development approvals for the Proposed Development until the Pipeline Project has

been recommenced to the reasonable satisfaction of the COUNTY. The Developer agrees that it has no vested right in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default under this Agreement.

E. PIPELINE PROJECT DESIGN AND PERMITTING PHASE

1. Design Requirements. All design, permitting, and construction shall be in accordance with the COUNTY and all other applicable rules and regulations, including any applicable Hillsborough County or City of Tampa rules and regulations. Construction plans shall include but not be limited to cross sections, drainage, and plan/profile sheets for a four (4) lane urban cross-section roadway. Plan/profile and cross section drainages shall indicate location(s) of drainage inlets. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans.
 - a. Roadway Drainage Facilities. Roadway drainage facilities shall be located in Hillsborough County, Florida, within the property commonly known as Scala. Said drainage facilities shall be owned, operated and maintained by the owner of the Roadway Drainage Facilities, a designated landowners association or a governmental entity other than Pasco County. Appropriate easements shall be provided to the COUNTY for the drainage facilities associated with Pipeline Project A so the COUNTY has the ability to maintain the facilities in the event DEVELOPER or other responsible entity defaults on its obligation to maintain the facilities.
 - b. Wetland and Flood Plain Mitigation. The Developer shall acquire mitigation land in either Pasco or Hillsborough Counties for wetland and/or flood plain mitigation for the impacts associated strictly with Pipeline Project A (i.e not for wetland or

flood plain mitigation for the Project or any other facilities or developments). If such mitigation land is not commingled/combined with mitigation areas of the Project or any other developments, the COUNTY will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agencies. If the permitted wetland and flood plain mitigation areas related to the Pipeline Project are commingled/combined with wetland and flood plain mitigation areas of the Project or any other facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by the underlying land owner (including the Developer, where applicable). Appropriate easements shall be provided to the COUNTY for the wetland and flood plain mitigation areas associated with the Pipeline Project which are owned by the Developer and shall be obtained from all other underlying landowners of land containing such mitigation areas serving the Pipeline Project, including those areas that are commingled or combined, so the COUNTY has the ability to maintain the facilities in the event DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

2. COUNTY Review and Approval of Design: The DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans for Pipeline Project A and shall submit the design plans to the COUNTY for review and approval. The COUNTY shall provide any comments to such design plans within thirty (30) days of submission by the DEVELOPER. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Project from the COUNTY prior to commencement of any bidding of the Pipeline Project. The DEVELOPER shall submit

with the 100 percent design and right-of-way plans, or sooner if required by this Agreement, an estimate of the cost of constructing Pipeline Project A in accordance with the design plans, including inspection costs, and shall be certified by the Pipeline Project A engineer, who must be duly registered in the State of Florida (hereinafter the "**Cost Estimate**"). All plans, once submitted to the COUNTY, shall become the property of the COUNTY.

3. Permitting Requirements: The DEVELOPER shall obtain any and all required permits from the COUNTY and any and all applicable local, State, and Federal regulatory agencies for Pipeline Project A.
4. County Cooperation: The COUNTY shall upon DEVELOPER's request cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of Pipeline Project A.
5. County Review: The DEVELOPER agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER in which the COUNTY participated, either through review or concurrence of the DEVELOPER's actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, the COUNTY shall in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY will review the DEVELOPER's 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.

6. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utility's infrastructure in conflict with Pipeline Project A. Relocation of any utilities infrastructure which is in conflict with Pipeline Project A shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The COUNTY agrees upon request of DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY or DEVELOPER, the DEVELOPER shall bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits.
7. Right-of-Way Acquisition: DEVELOPER shall be responsible within the time frames set forth in this Agreement for right-of-way acquisitions or donations necessary for the construction of the Pipeline Project which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site or off-site storm water drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. DEVELOPER shall be responsible for retaining all consultants for acquisition of right-of-way for the Pipeline Project and 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.

The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate in regard to the actions required prior to

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condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by DEVELOPER for the Resolution of Necessity, COUNTY's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. DEVELOPER, not later than the time when sixty percent (60%) design plans are submitted, shall identify all real estate parcels required for the Pipeline Project and identify the appropriate interests in real estate for right-of-way acquisition and furnish same to COUNTY. COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If COUNTY disapproves the submittal, it shall provide comments to DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of COUNTY. Upon COUNTY approval of the submittal, COUNTY and DEVELOPER shall select a mutually agreeable attorney to represent COUNTY in the acquisition of right-of-way. Thereafter, DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY's name, the right-of-way pursuant to applicable law. COUNTY, its elected officials, employees and representatives shall not be liable under any circumstances to DEVELOPER, its employees, contractors, material suppliers, agents, representatives or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY ENGINEER or his designee.

F. PIPELINE PROJECT CONSTRUCTION PHASE

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1. General: The DEVELOPER shall proceed and complete the construction of Pipeline Project A in accordance with the time frames set forth in this Agreement and in accordance with the final alignment, design, specifications and construction plans approved by the COUNTY and with all applicable Federal, State, regional and local rules and regulations. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER's ability in their sole discretion, to accelerate the schedule for construction of Pipeline Project A.
2. Competitive Selection of Contractors: The DEVELOPER shall competitively award a contract for the construction of the Pipeline Project to an appropriately licensed contractor. The term "competitively award," as used in this Agreement, means to award said contract based on the submission of sealed bids, in accordance with the procedures set forth herein. The failure of the DEVELOPER to comply substantially and in good faith with any provisions of this section may result in the rejection by the COUNTY of any request for impact fee credits related to work which was not competitively bid. Prior to initiating the competitive award process, the DEVELOPER shall provide to the Purchasing Director of the COUNTY the bid package, which shall include final and complete design plans, technical specifications, general and special conditions, contracts, required portions of this Agreement and all such other project documents and materials the inclusion of which in the bid package may be deemed necessary or advisable by the DEVELOPER or the COUNTY. The COUNTY shall have fifteen (15) business days to review the documents and materials submitted by the DEVELOPER and provide the DEVELOPER with its comments. Consistent with the COUNTY's comments, the DEVELOPER shall prepare the bid package, outlining the nature and scope of the project, shall provide COUNTY with a copy of the final bid package, and shall proceed to solicit competitive bids from qualified contractors, following the process set forth below. DEVELOPER shall advertise the bid one (1) day per week for two (2) consecutive weeks in the legal section of a newspaper of general circulation

in the COUNTY. DEVELOPER shall request a vendor database list from the COUNTY and shall send bid solicitations to each vendor on the list no later than when the first advertisement appears. The DEVELOPER shall immediately provide the COUNTY with any and all correspondence, addenda, and amendments to the bid package, but in no event, later than the closing date for the submission of bids. The closing date for the submission of bids shall be no less than thirty (30) days after the first advertisement. The DEVELOPER is exclusively responsible for fulfilling requests for documentation and responding to questions of bidders. If the DEVELOPER elects to conduct any pre-bid meetings in connection with the project, the details of this election shall be specified in the bid package, and the Purchasing Director, or his designee, shall be afforded an opportunity to attend any such pre-bid meetings with reasonable notice. All competitive bids shall be sealed and delivered to the DEVELOPER on or before the time specified in the request or invitation issued by the DEVELOPER, and said bids shall be opened by the DEVELOPER at the specified location in the bid documents in the presence of the Purchasing Director, or his designee, who shall be afforded reasonable notice and an opportunity to review and comment on the bids. After the opening, the Purchasing Director, or his designee, shall immediately receive an unofficial bid tabulation from DEVELOPER. Within twenty-four (24) hours of the bid opening, the COUNTY shall receive from DEVELOPER full copies of all bids and an official bid tabulation.

The DEVELOPER shall evaluate the bids to ascertain the identity of the lowest responsive and responsible bidder. DEVELOPER shall notify in writing the Purchasing Director of the COUNTY as to the identity of the lowest responsive, responsible bidder and shall provide COUNTY with the proposed contract which shall be consistent with the approved bid package and the lowest responsive, responsible bid. If DEVELOPER determines that any or all bids should be rejected for any material reason, the above notification shall also identify each defective bid and the basis for the determination as to rejection, including a general

determination that all bids should be rejected and the Project should be re-bid. In the event that all bidders are rejected as non-responsive and/or non-responsible, the project may be re-bid following the procedures described herein. COUNTY shall have ten (10) business days to review, comment, and provide a statement of objection or no objection. If COUNTY objects, COUNTY reserves the right to require DEVELOPER to award the next available, lowest, responsive, responsible bidder, or require that all bids be rejected and a re-bid performed. Upon COUNTY's statement of no objection, DEVELOPER may proceed to award to that party the contract for the project, and shall execute a formal written agreement containing the specific terms and conditions of construction, as set forth in the bid package, and in the format previously accepted by the COUNTY, providing two (2) copies of the final executed Agreement to the Purchasing Director of the COUNTY. The DEVELOPER shall promptly furnish to the COUNTY two (2) copies of any amendments, supplements to the Agreement, or change orders thereafter executed.

2. Tender of Project Area: Upon the commencement of construction, the area required for Pipeline Project A shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the Pipeline Project A area. The DEVELOPER shall be responsible for providing a safe work zone for the public.
3. Construction Observation: The COUNTY's personnel and authorized representatives shall have the right, but not the obligation, to inspect, observe, and materials test any and all work associated with Pipeline Project A and shall at all times have access to the work being performed pursuant to this Agreement. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as determined to be necessary by the engineer of record and the COUNTY. The DEVELOPER shall be solely responsible for ensuring that Pipeline Project A is constructed in accordance with the plans and

specifications and required standards. Observations by the COUNTY that do not discover deficiencies inconsistent with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER's requirements herein.

4. Right-of-Way: Prior to the COUNTY's acceptance of any right-of-way, and as a condition precedent for final acceptance, the DEVELOPER shall cause such right-of-way, including right-of-way for Roadway Appurtenances, to be conveyed to the COUNTY in fee simple, free of financial encumbrances or other encumbrances which would restrict its use for Roadway Improvements or Roadway Appurtenance purposes, as those terms are defined in the Development Order.
5. Construction Requirements: During the construction phase of Pipeline Project A, the DEVELOPER shall:
 - a. Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to make sure it is built according to the plans and specifications.
 - b. Obtain all necessary Right-of-Way Use Permits.
 - c. Be responsible for supervising and inspecting the construction of Pipeline Project A and 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 Agreement. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for Pipeline Project A until said project is completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.
 - e. Require testing by an independent lab in accordance with COUNTY standards and requirements. Any failed tests shall be reported to the COUNTY Engineer

immediately, and all test reports shall be provided on a quarterly basis to the COUNTY Engineer.

- f. Provide a certification from a professional engineer registered in the State of Florida, which shall certify that all design, permit, and construction for the Pipeline Project are in substantial conformance with the standards established by the COUNTY. Said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY.
- g. Provide to the COUNTY copies of all design drawings, as-built drawings, and permits received for Pipeline Project A, and such information shall become the property of the COUNTY upon submission.

G. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE

- 1. Construction of Pipeline Project A in compliance with this Agreement shall fully mitigate the transportation impacts of the Proposed Development and satisfy the DEVELOPER's Proportionate Share obligations. Nothing in this Agreement shall be considered a waiver or fulfillment of the obligation to mitigate the transportation impacts of development in excess of the Proposed Development.

H. IMPACT FEES AND GUARANTEES

- 1. Transportation Impact Fees: Whenever the DEVELOPER does not have transportation impact fee credits or offsets from Pipeline Project A sufficient to cover impact fees that are due, the DEVELOPER shall pay impact fees in accordance with the COUNTY's adopted Transportation Impact Fee Ordinance (Ordinance 04-05), as amended. (the **"Impact Fee Ordinance"**).
- 2. Transportation Impact Fee Credits:

a. General – Subject to compliance with the requirements of the Impact Fee Ordinance, DEVELOPER shall be eligible for transportation impact fee credits for DEVELOPER's payment for actual reasonable design, engineering, inspection, permitting, and construction costs for Pipeline Project A; for dedications of right-of-way pursuant to paragraph D.1.c. at a value of \$18 per square foot; and for roadway drainage facilities and wetland and floodplain mitigation as provided in paragraph H.2.c. and d. Pursuant to the Impact Fee Ordinance, the Developer shall not receive impact fee credits for design, right-of-way donation, or construction until the year such activity for Pipeline Project A is scheduled in the County's CIP, which is presently estimated to be FY 2005 and FY 2006. In addition, impact fee credits may not exceed the amounts allocated in the CIP for such activities in any given fiscal year, which are presently estimated to be \$1.9 million in FY 2005 and \$1.9 million in FY 2006. Notwithstanding the foregoing, if, after Pipeline Project A has been designed and competitively bid in accordance with this Agreement, the construction contract amount for Pipeline Project A is in excess of \$2,892,200.00, and the total Pipeline Project A cost will exceed \$4,364,296.00, and Developer has provided the updated Cost Estimate and revised performance guarantee required by paragraph H.3.a., the COUNTY agrees to allocate additional funds in the next fiscal year for the Additional Construction Costs, which will make the Developer eligible for additional impact fee credits not to exceed the Additional Construction Costs.

If the Developer pays impact fees pursuant to the Impact Fee Ordinance for the Proposed Development prior to receiving impact fee credits, the Developer shall be entitled to a reimbursement of such impact fees paid at the time and to the extent the Developer is eligible to receive impact fee credits in accordance with the requirements set forth above. However, the Developer shall not be entitled to reimbursement of any impact fees paid that exceed (a) the amount of the credits approved and established by the County, or (b) the amount allocated for the Pipeline Project A in the CIP for the applicable fiscal year. The final, total amount of transportation impact fee credits for which the

DEVELOPER shall be eligible shall be determined in accordance with the Impact Fee Ordinance. Invoices for impact fee credits shall be submitted not more frequently than monthly, and except as hereinafter provided, all invoices shall be submitted within ninety (90) days after final acceptance by the COUNTY of Pipeline Project A (or for amounts under dispute with the construction contractor(s), within ninety (90) days after the conclusion of the dispute).

- b. Project Improvements - Design, permitting, right of way dedication and construction costs for non-Pipeline Project, site-related Project access improvements are the responsibility of the DEVELOPER and are not eligible for impact fee credits, including, but not limited to, acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping, and signalization, if warranted pursuant to the manual on *Uniform Traffic Control Devices* and approved by the regulating agencies, and other improvements to accommodate Project traffic at intersections of collector and/or arterial roads within the Project.
- c. Roadway Drainage Facilities – If Pipeline Project A related drainage facilities are commingled with Project-related or other landowner related drainage facilities, the portions of the design, right-of-way acquisition, permitting and construction costs for Pipeline Project A related drainage facilities are eligible for impact fee credits. However, the portions of the design, right-of-way acquisition, permitting and construction costs for Project-related or other landowner related mitigation are not eligible for impact fee credits.
- d. Wetland and Floodplain Mitigation –Right-of-way acquisition required for Pipeline Project A related wetland and floodplain mitigation and the design,

permitting, and construction costs for Pipeline Project-A related wetland and flood plain mitigation are eligible for impact fee credits. However, if Pipeline Project related wetland and floodplain mitigation areas are commingled with 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.

- e. Transfer of Credits – Impact fee credits pursuant to this Agreement and the D.O. can only be transferred in accordance with the Impact Fee Ordinance.

3. Performance Guarantees by Developers:

- a. Performance Guarantee: Prior to approval of the first record plat (or first construction site plan where platting is not required), or first building permit if plat or construction plan approval is not required, for the Proposed Development, or issuance of permits as required for the Pipeline Project, whichever is earlier, DEVELOPER shall post in favor of, and provide to the COUNTY, the performance guarantee, as specified below, acceptable to and approved by the COUNTY to guarantee performance of the Pipeline Project and all terms and conditions of this Agreement. Failure to post, revise, update, and keep effective the required bonds and letters of credit shall be considered a default of this Agreement, entitling the COUNTY to suspend any impact fee credits or reimbursements due pursuant to Section H.1 above and/or stop the issuance of building permits. The performance guarantee shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do

business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of Best's Key Rating Guide.

DEVELOPER shall post an initial performance guarantee in the amount of 125% of the COUNTY-approved Cost Estimate for the Pipeline Project, which at the time of approval of this Development Agreement is \$4,364,296. Within 30 days after the applicable deadline for completion of construction plans, DEVELOPER shall provide COUNTY with an updated Cost Estimate for the Pipeline Project. Upon approval by the COUNTY, DEVELOPER shall immediately provide the COUNTY with a revised performance guarantee in the minimum amount equal to 125% of the updated COUNTY-approved Cost Estimate. On each renewal date of the performance guarantee, the performance guarantee may be reduced provided an updated Cost Estimate for the remainder of the project is provided to and approved by the COUNTY and provided that the performance guarantee is not reduced below 125% of the COUNTY-approved Cost Estimate for the remainder.

- b. Contractor Guarantee of Performance and Payment: Prior to commencing construction on Pipeline Project A, the Pipeline Project A contractor shall post in favor of the DEVELOPER and the COUNTY, a payment bond acceptable to the DEVELOPER and the COUNTY to guarantee payment of its subcontractors and materialmen under the contract as required by law. This bond shall be with a bank, surety, or other financial institution acceptable to the DEVELOPER and 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 payment bond shall be in the amount of 125% of Construction Contract amount.

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

I. INDEMNIFICATION AND INSURANCE

1. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall defend, hold harmless, and indemnify the COUNTY and all of their 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 DEVELOPER's fraud, defalcation, or dishonesty; or arising out of any act, action, neglect or omission by the DEVELOPER during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER's negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of Pipeline Project A, 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 its agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in paragraph E.5. of this Agreement. The DEVELOPER's obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY's 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 J.5. 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 adjudication 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 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 in any contract for the Pipeline Project this indemnity provision, replacing the word DEVELOPER with the name of the contractor.

2. Insurance:

- a. General: No work shall commence on Pipeline Project A nor shall occupancy of any of the property within Pipeline Project A limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY as set forth below:
 - (i) During the life of this Agreement, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and which are satisfactory to the COUNTY.

- (ii) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY evidence of insurance coverages of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies) identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, the DEVELOPER shall require the engineers and/or contractors to also provide to the COUNTY, 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 Project.
- (iii) All policies of insurance required by this Agreement shall require that the insurer deliver to the COUNTY and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph J.5 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.
- (iv) The DEVELOPER shall require that all insurance coverages provided by the engineers and/or general contractor be primary to any insurance or

self-insurance program of the COUNTY and the DEVELOPER which is applicable to the work provided for in this Agreement. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

- (v) Receipt by the COUNTY of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the contract documents does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policies or Certificates of Insurance are in compliance with the requirements under this Agreement.
- (v) The insurance coverages and limits that the DEVELOPER shall require from the engineers and/or contractor under this Agreement are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program. The DEVELOPER shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of their own insurance program.
- (vi) If the insurance coverage initially provided by the engineers and/or contractor is to expire prior to completion of the work, the DEVELOPER shall require the engineers and/or contractor to provide renewal Certificates of Insurance on the COUNTY's form thirty (30) days prior to expiration of current coverages.
- (vii) Should the engineers and/or contractor fail to maintain the insurance coverages required under this Agreement, the COUNTY may, at its option, either terminate this Agreement for default or require the DEVELOPER to procure and pay for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER to procure and pay

for such insurance coverage shall not operate as a waiver of any of the COUNTY's rights or the DEVELOPER's obligations under this Agreement.

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

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

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

- i. Workers' Compensation: Florida statutory requirements.
- ii. Employer's Liability: \$1,000,000.00 each accident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- f. 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) per occurrence.

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

J. 581 Drainage Facilities:

MJG shall provide drainage easements necessary to accommodate, and design, permit, construct and maintain, drainage retention facilities, including any required piping, resulting from the widening of C.R. 581 adjacent to the Project (collectively, "**581 Drainage Facilities**"). The 581 Drainage Facilities shall be accommodated within retention facilities serving property owned by MJG. The incremental expense of MJG in designing, permitting and constructing the 581 Drainage Facilities beyond any costs or expenses incurred by MJG in designing, permitting or constructing drainage facilities necessary for MJG's property or improvements shall be paid to MJG by the County. MJG shall submit invoices for work performed on the 581 Drainage Facilities not more frequently than monthly. Each such invoice shall be accompanied by a certificate by the independent engineer for the 581 Drainage Facilities as to the portion of such invoice which represents the incremental costs of the 581 Drainage Facilities. The County shall promptly reimburse MJG for actual reasonable incremental design, engineering, permitting and construction costs for the 581 Drainage Facilities that exceed MJG's costs and expenses for designing, permitting, and constructing drainage facilities necessary for MJG's property or improvements. The aggregate of such incremental costs shall not exceed \$626,000.00. MJG shall coordinate the design, permitting and construction of the 581 Drainage Facilities with the developers of the Seven Oaks DRI and Pasco County to ensure that the 581 Drainage Facilities constructed by MJG are adequate to accommodate drainage retention from C.R. 581 adjacent to the Project. MJG shall complete construction of the 581 Drainage Facilities no later than May 15, 2005. Upon completion of construction, MJG or its successor shall be responsible for all future maintenance of the 581 Drainage Facilities; provided, however, the drainage easement provided to the COUNTY shall give the COUNTY the ability to maintain the facilities in the event MJG or its successor defaults on its obligations to maintain the facilities. If the design, permitting and construction have not been completed on or before May 15, 2005, MJG shall, on or before June 15, 2005, convey one (1) acre of property to the County, in dimensions reasonably acceptable to the COUNTY, within the area depicted on Map H, solely for use as 581 Drainage Facilities, which conveyance shall fully satisfy Developer's obligation with respect to the 581 Drainage Facilities. Simultaneously with such conveyance, the COUNTY or the developers of the Seven Oaks DRI shall pay MJG \$18 per square foot for the property conveyed to the COUNTY. Construction of the widening of C.R. 581 shall be completed in

accordance with that certain Development Agreement between Pasco County, Pittway Real Estate and SB & Associates for Development of Regional Impact No. 129, dated September 25, 2001, as amended, on or before December 31, 2006.

K. GENERAL PROVISIONS

1. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this Agreement, independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. The DEVELOPER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Pipeline Project, or for debts or claims accruing to such parties against the DEVELOPER. There is no contractual relationship expressed or implied, between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the DEVELOPER as a result of Pipeline Project A.
2. Termination: The COUNTY may terminate this Agreement upon the DEVELOPER's failure to comply with the terms and conditions of this Agreement. The COUNTY shall provide the DEVELOPER with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter are not proceeding with due diligence to remedy the failure, the COUNTY may terminate this Agreement immediately without further notice and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein, except as otherwise required by law.

This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law or under this Agreement, but it is in addition thereto.

3. Contracts: All contracts entered into by the DEVELOPER for Pipeline Project A shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this Agreement. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - a. The DEVELOPER shall cause all of the relevant provisions of this Agreement in its entirety to be included and made a part of any contract for Pipeline Project A.
 - b. The DEVELOPER agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.
4. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer, that the Pipeline Project has been constructed in accordance with the standards promulgated by the COUNTY, the contract documents, and this Agreement.
5. Notice: Whenever any party gives notice to any other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

MJG Northwood Centers, LLP/MJG Ventures, Ltd.

Attention: George Baxter
3333 W. Kennedy Boulevard – Suite 206
Tampa, FL 33609

With a copy to:

Timothy Johnson, Jr., Esq.
Johnson, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street
P. O. Box 1368
Clearwater, Florida 33756

SPANOS

The Spanos Corporation
Attention: Hardy Gillespie
2502 Rocky Point Drive – Suite 865
Tampa, Florida 33607

With a copy to:

Keith W. Bricklemyer, Esq.
Bricklemyer Smolker & Bolves, P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, Florida 33602

KIMCO

Kimco Tampa, L.P.
Attention: Chuck Miller
3333 New Hyde Park Road
New Hyde Park, New York 11042-0020

With a copy to:

Stephen Booth, Esq.
Booth & Clark
7510 Ridge Road
Port Richey, Florida 34668-7028

WOODS

Lem P. Woods, Jr., and Barbara Anderson Woods
20826 Champions Avenue
Land O Lakes, Florida, 34639-3514

With a copy to:

Richard E. Davis, P.A.
220 East Madison Street, Suite 512
Tampa, Florida

COUNTY PASCO COUNTY

c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services)
West Pasco Government Center
Suite 320, 7530 Little Road
New Port Richey, Florida 34654.

These addresses may be changed by giving notice as provided for in this paragraph.

6. Entire Agreement: This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Agreement supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, provided, however, that nothing shall relieve the DEVELOPER of any development approval or D.O. requirements or conditions previously imposed or authorized to be imposed under the COUNTY's Land Development Code for future permits required by the DEVELOPER.
7. Modification. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.
8. Waiver: The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.
9. Contract Execution: This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

10. 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.
11. Headings: All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
12. Severability: In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.
13. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement.
14. Cancellation: This Agreement may be canceled by mutual consent of the parties to the agreement.
15. Third Party Beneficiaries: Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
16. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by them in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
17. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Pipeline Project.

18. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.
19. Right-of-Way Use Permits; Driveway Permits: The DEVELOPER shall obtain all appropriate Right-of-Way Use Permits from the COUNTY.
20. Controlling Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in Pasco County, Florida.
21. Successors and Assigns: The terms of this Agreement shall run with the land and be binding upon the DEVELOPER and its respective successors and assigns. Any party may assign this Agreement and any or all of its rights and obligations hereunder with the consent of the other parties to this Agreement, which consent should not be unreasonably withheld or delayed, to any person, firm, corporation or other entity, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for all purposes hereof, be substituted for such participant. Until such time as an assignment is consented to by the County, each of the parties to this Agreement referred to collectively as DEVELOPER shall be jointly and severally liable for the performance of the DEVELOPER's obligations set forth in this Agreement.
22. Force Majeure: In the event that the performance by the DEVELOPER of the commitments set forth in this Agreement shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the DEVELOPER shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Further, in the event that performance by the DEVELOPER of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of

Pipeline Project A and which interruption or delay is caused through no fault of the DEVELOPER, then the DEVELOPER shall submit documentation regarding such event(s) to Pasco County for review and concurrence. If such documentation shows that such event(s) have taken place, then the DEVELOPER 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 extension beyond such three (3) month period may be accomplished by an amendment to the Development Order. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under DEVELOPER'S control.

23. Interpretation. This Agreement has been reviewed and revised by legal counsel for the COUNTY and the DEVELOPER, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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

(SEAL)

ATTEST:

BY: _____
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
Peter Altman, CHAIRMAN

DATE: _____

WITNESSES:

NORTHWOOD CENTERS, LLP

BY: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(date), by _____

(name of officer or agent, title of officer or agent

acknowledging) of _____. He/she is personally known to me or who

has produced _____

_____ (type of identification) as identification.

Seal:

NOTARY

WITNESSES:

MJG VENTURES, LTD

BY: _____
TITLE: _____
DATE: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(date), by _____
_____ (name of officer or agent, title of officer or agent
acknowledging) of _____. He/she is personally known to me or who
has produced _____
_____ (type of identification) as identification.

Seal: _____
NOTARY

[WITNESSES:

THE SPANOS CORPORATION

BY:_____
TITLE:_____
DATE:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(date), by _____
_____ (name of officer or agent, title of officer or agent
acknowledging) of _____. He/she is personally known to me or who
has produced _____
_____ (type of identification) as identification.

Seal: _____

NOTARY

WITNESSES:

KIMCO TAMPA, L.P.

BY: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(date), by _____

(name of officer or agent, title of officer or agent

acknowledging) of _____. He/she is personally known to me or who

has produced _____

(type of identification) as identification.

Seal:

NOTARY]

WITNESSES:

LEM P. WOODS, JR..

BY: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(date), by _____

(name of officer or agent, title of officer or agent

acknowledging) of _____. He/she is personally known to me or who

has produced _____

_____ (type of identification) as identification.

Seal:

NOTARY _____

WITNESSES:

JULIANNE WOODS JOHNSON

BY:_____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(date), by _____

(name of officer or agent, title of officer or agent

acknowledging) of _____. He/she is personally known to me or who

has produced _____

_____ (type of identification) as identification.

Seal:

NOTARY

WITNESSES:

ELIZABETH LEIGH WOODS

BY: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(date), by _____

(name of officer or agent, title of officer or agent

acknowledging) of _____. He/she is personally known to me or who

has produced _____

_____ (type of identification) as identification.

Seal:

NOTARY

WITNESSES:

PAMELA S. WOODS (A/K/A/ PAMELA WOODS
COLLISTER)

BY: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(date), by _____

(name of officer or agent, title of officer or agent

acknowledging) of _____. He/she is personally known to me or who

has produced _____

_____ (type of identification) as identification.

Seal:

NOTARY

WITNESSES:

LINDA WEBB WOODS

BY: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(date), by _____

(name of officer or agent, title of officer or agent

acknowledging) of _____. He/she is personally known to me or who

has produced _____

_____ (type of identification) as identification.

Seal:

NOTARY _____

WITNESSES:

BETH ANDERSON WOODS (A/K/A BETH SESSUMS)

BY:

TITLE:

DATE:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this

(date), by

(name of officer or agent, title of officer or agent

acknowledging) of . He/she is personally known to me or who

has produced

(type of identification) as identification.

Seal:

NOTARY

WITNESSES: BARBARA ANDERSON WOODS AS TRUSTEE
OF THE BARBARA ANDERSON WOODS
REVOCABLE TRUST UNDER AGREEMENT
DATED 6/15/1978

BY: _____

TITLE: _____

DATE: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(date), by _____

(name of officer or agent, title of officer or agent
acknowledging) of _____. He/she is personally known to me or who
has produced _____
_____ (type of identification) as identification.

Seal: _____
NOTARY

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

BY: _____
ATTORNEY

LIST OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	Table 1 – Roadway and Intersection Improvements
Exhibit C	Legal Description of Property to be purchased by Spanos
Exhibit D	Roadway Improvement

EXHIBIT A
Legal Description

EXHIBIT "A"

Legal Description

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W ¼) thereof, and less and except the right-of-way for C.R. 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for C.R. 581 and C.R. 582, Pasco County, Florida.

EXHIBIT B

Table 1 – Roadway and Intersection Improvements

EXHIBIT "B"
1 of 2

EXHIBIT C (1 of 2)
TABLE 3 (Revised 2014)
NORTHWOOD ROAD
PROPORTIONATE SHARE CALCULATION

Roadway	Right of Way	Is	Project Traffic		Widened Road Period		IMPROVEMENTS REQUESTED										Difference in Capacity		Percent Contribution		Improvement Cost		Proportionate Share		Total
			Project Peak Hour	Peak Hour	NO. 4	LANE	Length	Capacity Before Improvement	Capacity After Improvement	NO. 4	LANE	NO. 4	LANE	NO. 4	LANE	NO. 4	LANE	NO. 4	LANE	NO. 4	LANE				
CR 54	Culter Parkway	Livingston Road	4L	121	148	1,458	1,418	6.2	6.2	2,759	2,118	628	768	13.81%	15.88%	\$1,645,182	\$1,645,182	(7)	\$132,793	\$132,794	\$325,699				
CR 54	Livingston Road	SR 56	4L	141	123	1,858	1,418	1.67	6.2	2,759	2,118	628	768	15.10%	17.57%	\$1,645,182	\$1,645,182	(7)	\$416,439	\$402,743	\$599,273				
CR 54	1-75	CR 581	4L	91	186	1,858	1,418	8.29	6.2	2,759	2,118	628	768	9.89%	15.14%	\$1,645,182	\$1,645,182	(7)	\$73,835	\$111,492	\$184,328				
CR 54	CR 581	CR 577	3L	69	149	839	638	3.28	6.2	2,759	2,118	1,458	1,458	3.54%	5.41%	\$2,538,864	\$2,538,864	(7)	\$178,065	\$195,434	\$333,699				
CR 54	1-75	1-75	4L	169	146	1,758	1,339	8.39	6.2	2,759	2,118	1,838	768	16.41%	18.77%	\$1,645,182	\$1,645,182	(7)	\$242,932	\$277,136	\$528,868				
CR 54	SR 56	SR 54	4P	177	143	2,576	2,576	1.67	6P	5,689	5,689	2,518	2,518	7.65%	5.79%	\$1,545,957	\$1,545,957	(1)	\$182,968	\$146,145	\$331,284				
1-75	SR 56	1-75	4L	86	75	1,758	1,339	1.88	6L	2,759	2,118	1,822	771	8.41%	9.73%	\$1,758,888	\$1,758,888	(6)	\$147,248	\$176,333	\$317,494				
CR 581/Bravo B. Davis Blvd.	Tampa Palms Blvd.	6.5 ft of Concrete Palms	4L	86	75	1,758	1,339	8.58	8L	4,758	3,628	2,972	3,331	3.77%	3.39%	\$2,858,888	\$2,858,888	(5)	\$29,482	\$31,792	\$61,164				
CR 581/Bravo B. Davis Blvd.	Concrete Palms	1-75	4L	86	75	1,758	1,339	8.68	8L	4,758	3,628	2,972	3,331	3.87%	3.39%	\$2,858,888	\$2,858,888	(5)	\$35,354	\$48,443	\$75,797				
CR 581/Bravo B. Davis Blvd.	1-75	Dana Michale	4L	165	143	1,758	1,339	8.79	8L	4,758	3,628	2,972	3,331	5.51%	6.27%	\$2,858,888	\$2,858,888	(5)	\$79,136	\$95,863	\$169,999				
CR 581/Bravo B. Davis Blvd.	Dana Michale	Hunters Green	4L	177	153	1,758	1,339	8.89	8L	4,758	3,628	2,972	3,331	5.87%	6.71%	\$2,858,888	\$2,858,888	(5)	\$97,819	\$118,884	\$207,823				
CR 581/Bravo B. Davis Blvd.	Hunters Green	Crane Creek Blvd.	4L	177	153	1,758	1,339	8.89	8L	4,758	3,628	2,972	3,331	5.97%	6.71%	\$2,858,888	\$2,858,888	(5)	\$48,599	\$55,882	\$104,513				
CR 581/Bravo B. Davis Blvd.	Crane Creek Blvd.	Public Creek	4L	319	277	1,758	1,339	8.58	8L	4,758	3,628	2,972	3,331	18.64%	12.14%	\$2,858,888	\$2,858,888	(5)	\$108,323	\$134,474	\$331,777				
CR 581/Bravo B. Davis Blvd.	Public Creek	Rogers Park	4L	319	277	1,758	1,339	8.18	6L	3,448	2,618	1,682	1,271	19.97%	13.79%	\$1,758,888	\$1,758,888	(4)	\$29,741	\$48,651	\$128,392				
CR 581/Bravo B. Davis Blvd.	Rogers Park	County Line Rd.	4L	374	323	1,758	1,339	1.17	6L	3,448	2,618	1,682	1,271	22.34%	15.57%	\$1,758,888	\$1,758,888	(4)	\$45,371	\$33,454	\$79,825				
County Line Road 3	Northwood Blvd.	CR 581	3L	82	95	558	558	8.17	4L	1,188	1,458	638	848	13.31%	11.31%	\$3,847,628	\$3,847,628	(6)	\$67,435	\$58,594	\$156,829				
Link Total																			\$2,183,596	\$2,441,766	\$4,947,363				
Intersection Total (7)																			\$296,689	\$296,689	\$5,244,053				
Grand Total																			\$5,244,053	\$5,244,053	\$5,244,053				

(1) Cost estimate from FDOT Cost Tables for addition of 2 lanes to existing 4 lanes of Interstate
(2) Cost estimate from FDOT Cost Tables. Assumes new 6 lane rural construction, ROW (21%) and engineering (13%)
(3) Cost estimate from applicable consultant
(4) Cost estimate assumes a "true widening" from 4 to 6 lanes with no shoulders or multi-lane paths. Source - FDOT/URS
(5) Cost estimate assumes a "true widening" from 4 to 6 lanes with no shoulders or multi-lane paths. Source - FDOT/URS
(6) Assumes new construction of a 4 lane urban roadway. Estimate includes 21% ROW and 31% engineering. Source - FDOT tables
(7) Proportionate Share Value from King Engineering Unified Study-Northwood, Table 1 for intersection improvements

EXHIBIT "B"
2 of 2

+ Christina Cramer 001/001

P.12

5/08/2004 10:28 IFAX

KING ENGINEERING TAMPA

11-13-2004 18:19

~~EXHIBIT~~
~~TABLE~~

TABLE 2 (Revised 08/30/03)
Intersection Proportionate Share Calculations Northwood DRI
2007

INTERSECTION	IMPROVEMENT	PROPORTIONATE SHARE (NWOOD DRI)
COUNTYLINE RD/ COLLIER PKWY @ LIVINGSTON	SIGNALIZE/Alignment	\$222,700
CR 581 @ COUNTYLINE ROAD	WBL	\$75,980
		\$298,680

Notes:
Ref. Lincoln Assoc. Intersection proportionate share
Total gross trips without Spanos and Byrd Is = 3840 vph
Spanos project traffic distribution shows no impact on Countyline Road
Total gross trips without Spanos Is = 4767 vph
Percent Increase = $(4767 - 3840) / 3840 = 31\%$

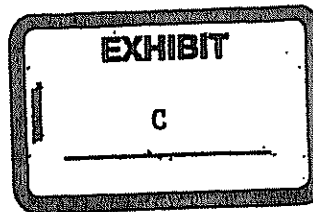
King Engg. Assoc.

O:\TRAFFIC\3801-000-000-Spanos-Northwood\2007\FINAL PROPORTIONATE SHARE

EXHIBIT C

Legal Description of Property to be Purchase by Spanos

**NORTHWOOD APARTMENTS (WEST PARCEL)
PARCEL 12**



DESCRIPTION: A parcel of land lying in the North ½ of Section 36, Township 26 South, Range 19 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 36, run thence along the North boundary of said Section 36, S.88°37'35"W., 940.33 feet; thence along a line lying perpendicular to said North boundary of Section 36, S.01°22'25"E., 149.71 feet to a point on the South right-of-way line of State Road No. 56; thence along said South right-of-way line of State Road No. 56 the following five (5) courses: 1) S.88°37'35"W., 268.82 feet; 2) N.87°05'04"W., 200.56 feet; 3) S.88°37'35"W., 1193.00 feet; 4) S.84°14'16"W., 326.72 feet; 5) S.88°37'35"W., 253.13 feet for a **POINT OF BEGINNING**; thence S.16°29'24"E., 956.83 feet; thence S.43°00'11"W., 520.18 feet; thence N.62°40'24"W., 565.78 feet; thence S.66°37'59"W., 371.09 feet to a point on a curve on the proposed Easterly right-of-way line of Northwood Palms Boulevard Extension; thence along said proposed Easterly right-of-way line of Northwood Palms Boulevard Extension the following four (4) courses: 1) Northerly, 372.81 feet along the arc of a curve to the right having a radius of 1572.74 feet and a central angle of 13°34'55" (chord bearing N.06°33'07"W., 371.94 feet) to a point of tangency; 2) N.00°14'21"E., 425.41 feet; 3) S.89°45'39"E., 10.00 feet; 4) N.00°14'21"E., 377.56 feet to the aforesaid South right-of-way line of State Road No. 56; thence along said South right-of-way line State Road No. 56, N.88°37'35"E., 309.32 feet; thence S.19°53'14"E., 307.79 feet; thence N.88°37'33"E., 392.94 feet; thence N.19°53'23"W., 188.40 feet; thence N.70°06'45"E., 5.00 feet; thence N.19°53'16"W., 80.62 feet; thence N.29°55'26"W., 28.66 feet to the aforesaid South right-of-way line of State Road No. 56; thence along said South right-of-way line of State Road No. 56, N.88°37'35"E., 250.00 feet to the **POINT OF BEGINNING**.

Containing 26.517 acres, more or less.

**NORTHWOOD APARTMENTS (EAST PARCEL)
PARCEL 13**

DESCRIPTION: A parcel of land lying in the North ½ of Section 36, Township 26 South, Range 19 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 36, run thence along the North boundary of said Section 36, S.88°37'35"W., 940.33 feet; thence along a line lying perpendicular to said North boundary of Section 36, S.01°22'25"E., 149.71 feet to a point on the South right-of-way line of State Road No. 56 for a **POINT OF BEGINNING**; thence S.24°23'31"W., 55.59 feet; thence S.30°11'07"W., 159.71 feet; thence S.50°05'14"W., 185.91 feet to the Northwest corner of LAKES AT NORTHWOOD PHASE 3A, according to the map or plat thereof, as recorded in Plat Book 37, Pages 89 through 91, inclusive, Public Records of Pasco County, Florida; thence along the Westerly boundary of said LAKES AT NORTHWOOD PHASE 3A the following two (2) courses: 1) S.60°56'08"W., 363.25 feet; 2) S.26°57'00"W., 412.02 feet to the Northwest corner of LAKES AT

NORTHWOOD PHASE 2A, according to the map or plat thereof, as recorded in Plat Book 35, Pages 98 through 101, inclusive, Public Records of Pasco County, Florida; thence along the Westerly boundary of said LAKES AT NORTHWOOD PHASE 2A, continue S.26°57'00"W., 963.06 feet to the Westerlymost corner of said LAKES AT NORTHWOOD PHASE 2A; thence N.46°59'49"W., 1068.84 feet; thence N.16°29'24"W., 956.83 feet to a point on the aforesaid South right-of-way line of State Road No. 56; thence along said South right-of-way line of State Road No. 56, N.88°37'35"E., 253.13 feet; thence S.26°16'04"E., 265.68 feet; thence S.63°43'37"W., 28.34 feet; thence S.30°22'29"E., 82.49 feet; thence N.88°37'11"E., 362.08 feet; thence N.26°16'09"W., 385.89 feet to a point on the aforesaid South right-of-way line of State Road No. 56; thence along said South right-of-way line of State Road No. 56 the following three (3) courses: 1) N.88°37'35"E., 1193.00 feet; 2) S.87°05'04"E., 200.56 feet; 3) N.88°37'35"E., 268.82 feet to the POINT OF BEGINNING.

Containing 43.399 acres, more or less.

NORTHWOOD PALMS BOULEVARD EXTENSION

DESCRIPTION: A parcel of land lying in the North ½ of Section 36, Township 26 South, Range 19 East, Pasco County, Florida and being more particularly described as follows:

BEGINNING at the most Northeasterly corner of NORTHWOOD UNIT 7, according to the plat thereof as recorded in Plat Book 34, Pages 115 through 119, inclusive, Public Records of Pasco County, Florida and run thence Northerly, 30.25 feet along the arc of a curve to the left having a radius of 1642.26 feet and a central angle of 01°03'19" (chord bearing N.17°52'54"W., 30.25 feet) to a point of tangency; thence N.18°24'33"W., 218.96 feet to a point of curvature; thence Northerly, 531.42 feet along the arc of a curve to the right having a radius of 1632.74 feet and a central angle of 18°38'54" (chord bearing N.09°05'06"W., 529.07 feet) to a point of tangency; thence N.00°14'21"E., 425.41 feet; thence N.89°45'39"W., 10.00 feet; thence N.00°14'21"E., 375.31 feet to the Southerly right-of-way line of State Road No. 56; thence N.88°37'35"E., 80.03 feet along said Southerly right-of-way line; thence S.00°14'21"W., 377.56 feet; thence N.89°45'39"W., 10.00 feet; thence S.00°14'21"W., 425.41 feet to a point of curvature; thence Southerly, 372.81 feet along the arc of said curve to the left having a radius of 1572.74 feet and a central angle of 13°34'55" (chord bearing S.06°33'07"E., 371.94 feet); thence N.66°37'59"E., 5.08 feet to a point on a curve; thence Southerly, 139.51 feet along the arc of a curve to the left having a radius of 1567.74 feet and a central angle of 05°05'55" (chord bearing S.15°51'36"E., 139.46 feet) to a point of tangency; thence S.18°24'33"E., 218.96 feet to a point of curvature; thence Southerly, 15.29 feet along the arc of a curve to the right having a radius of 1707.26 feet and a central angle of 00°30'48" (chord bearing S.18°09'10"E., 15.29 feet); thence S.58°40'17"W., 66.90 feet to the POINT OF BEGINNING.

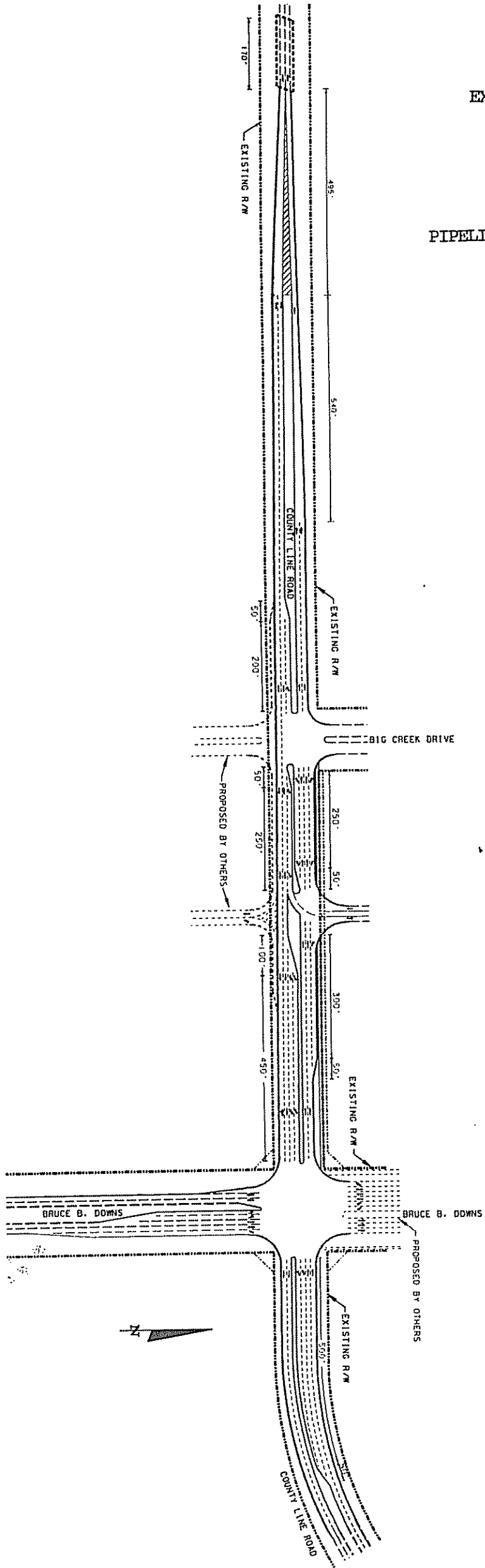
Containing 2.373 acres, more or less.

EXHIBIT D

Roadway Improvement

EXHIBIT D

PIPELINE PROJECT A



#119



PASCO COUNTY, FLORIDA

Growth Management/Zoning Department
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34654
Tel. (727) 847-8140
Fax (727) 847-8084

CERTIFIED MAIL NO. 7000 0600 0024 4518 8872
RETURN RECEIPT REQUESTED

August 14, 2000

Mr. John Meyer
DRI Coordinator
Tampa Bay Regional
Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Northwood - Development of Regional Impact/Notice of Proposed Change

Dear Mr. Meyer:

Enclosed please find a certified copy of the Northwood Development of Regional Impact, Development Order Amendment (Resolution No. 00-172), Map-H, and Notice of Adoption which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This development order amendment was approved by the Pasco County Board of County Commissioners on April 18, 2000.

Please feel free to contact this office if you have any questions.

Sincerely,

Michael LaSala, AICP
Planner II

ML/ml
Enclosure

cc: Ethel Hammer, Englehardt, Hammer & Associates, 5444 Bay Center Drive, Suite 122
Tampa, FL 33609
Richard E. Davis, Esquire, Richard E. Davis, P.A., 400 North Tampa Street, Suite 1050
Tampa, FL 33602-4707
Mr. Charles Gauthier, AICP, Chief, Bureau of Local Planning, Florida Department of
Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100
Samuel P. Steffey II, Growth Management Administrator
File

RESOLUTION AMENDING THE DEVELOPMENT
ORDER FOR THE NORTHWOOD DEVELOPMENT
OF REGIONAL IMPACT (RESOLUTION NO. 86-17).

WHEREAS, in accordance with Section 380.06, Florida Statutes, on October 8, 1985, the Pasco County Board of County Commissioners (Board) adopted a Development Order approving, with conditions, the Northwood Development of Regional Impact, by Resolution No. 86-17 ("Development Order"); and,

WHEREAS, on October 21, 1986, the Board adopted Resolution No. 87-17 amending the Development Order; however, Resolution No. 87-17 was not properly rendered, pursuant to Chapter 380, Florida Statutes, and was repealed by Resolution No. 95-41; and,

WHEREAS, on November 15, 1994, the Board adopted Resolution No. 95-41, an amendment to the Development Order, which included among other amendments, an extension of the Development build-out and phases thereof by six (6) years, eleven (11) months, fifteen (15) days; and,

WHEREAS, on October 12, 1999, the Board adopted Resolution No. 00-13, an amendment to the Development Order, which included among other amendments, an extension of the development build-out and phases thereof by ten (10) years to September 23, 2010; and,

WHEREAS, on July 23, 1999, the Woods family, the owner of certain undeveloped areas of the development, filed an application entitled Notification of a Proposed Change to a Previously Approved Development of Regional Impact (DRI) pursuant to Subsection 380.06(19), Florida Statutes, Form RPM-BSP-PROPCHANGE-1, (NOPC) with Pasco County, Florida (County), with copies provided to the Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (DCA); and,

WHEREAS, NOPC proposes to amend the Development Order to 1) add residential support land use to the project, 2) amend past reductions in residential dwelling units and increase allowed commercial space, and 3) alter the approved site plan; and,

WHEREAS, the proposed changes are presumed to create a substantial deviation pursuant to Subsection 380.06(19)(c), Florida Statutes; and,

WHEREAS, NOPC has satisfactorily addressed all regional issues related to the development and the presumption of a substantial deviation has been rebutted; and,

WHEREAS, the Board, as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider amendments to DRIs; and,

WHEREAS, the public notice requirement of Chapter 380.06(19), Florida Statutes, has been satisfied; and,

WHEREAS, the Board has reviewed NOPC, as well as all related testimony and evidence submitted by each party and members of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the proposed changes to the Northwood Development Order as described in NOPC are approved and the Development Order is amended as set forth below:

GENERAL FINDINGS OF FACT

The Board, having received NOPC and having received all related comments, testimony, and evidence submitted by each party and members of the general public, finds that there is substantial competent evidence to support the following findings of fact:

The Development Order is a valid, final development order within the provision of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit A, attached hereto and incorporated herein.

NOPC includes a description of the proposed changes.

A comprehensive review of all the impacts generated by the proposed changes, together with all previous amendments, has been conducted by Pasco County (County), the Tampa Bay Regional Planning Council (TBRPC), and the Department of Community Affairs, State of Florida (DCA).

The proposed changes, together with all previous amendments, do not create additional regional impacts on transportation or other public facilities, including water, wastewater, drainage, solid waste, recreation, and mass transit from the original projections set forth in the Application for Development Approval (ADA) nor do they create impacts that were not previously reviewed.

The property is not located in an area of critical state concern as designated by Chapter 380.05, Florida Statutes.

CONCLUSIONS OF LAW

The Board, having made the above findings of fact, reaches the following conclusions of law:

Development in accordance with the proposed changes will not unreasonably interfere with the achievement of the objectives of the adopted State Comprehensive Plan.

The proposed changes are consistent with the land development regulation and the adopted local comprehensive plan.

The proposed changes, together with all previous amendments, do not create additional impacts to public facilities or any type of regional impact over those treated under the Development Order. The proposed amendments, therefore, do not constitute a substantial deviation from the Development Order pursuant to Chapter 380.06, Florida Statutes.

Nothing herein shall limit or modify the rights originally approved by the Development Order or the protection afforded under Section 163.3167(8), Florida Statutes.

The proposed changes, once effective, are consistent with the provisions of Section 402, Pasco County Land Development Code; the Pasco County Concurrency Management System; and the development rights granted by the Development Order, as amended hereby, remain vested thereunder.

The proposed amendments are consistent with the recommendation of TBRPC.

These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County and developer are authorized to approve/conduct development as described herein.

The review by the County, TBRPC, and other participating agencies and interested citizens reveals that the proposed changes do not create additional impacts on regionally significant natural resources, facilities, and services beyond those previously reviewed in ADA, and that impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

ORDER

The Board, having made the above findings of fact and having drawn the above conclusions of law, hereby approves NOPC and orders that the Development Order be amended as follows:

The development phasing and build-out schedule is hereby amended as follows to reflect the proposed changes. This development's phasing and build-out dates:

<u>Phase</u>	<u>Residential Support</u>	<u>Residential</u>	<u>Commercial</u>	<u>Requested Completion Date</u>
I	0	100	20,000	September 13, 1996
II	<u>6 Acres</u>	<u>1,4901,730</u>	<u>240,000265,000</u>	September 23, 2010
III	0	0	277,500	September 23, 2010
TOTAL	<u>6 Acres</u> ¹	<u>1,5901,830</u>	<u>537,500562,500</u>	September 23, 2010

¹ Any residential support use that generates less than eight (8) p.m. peak-hour, external trips.

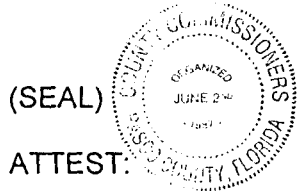
The revised Master Development Plan, dated July 23, 1999, which reflects the proposed changes and which is attached hereto and made a part hereof as Exhibit B, is hereby approved and adopted, and becomes part of the Development Order. This revised Development Plan supersedes all previously adopted master plans. Nothing however shall prevent the County from zoning the property consistent with the revised Master Development Plan upon receipt of a Zoning Permit application.

EFFECTIVE DATE AND TRANSMITTALS

This resolution shall take effect immediately upon adoption. Upon adoption, certified copies of this resolution shall be transmitted by the County's Clerk of the Circuit Court, via certified mail, to DCA, TBRPC, and the applicant, pursuant to Chapter 380, Florida Statutes.

Applicant shall record a Notice of Adoption of this resolution as required pursuant to Chapter 380, Florida Statutes.

DONE AND RESOLVED this 18th day of April, 2000



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Sinda Dillon
JED PITTMAN, CLERK

BY: Pat Mulieri
PAT MULIERI, Ed.D., CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

APPROVED
APR 18 2000

BY: Robert D. Summer
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL OF REC-
ORD IN MY OFFICE. WITNESS MY HAND THE COUN-
TY'S OFFICIAL SEAL THIS April 20, 2000
JED PITTMAN, CLERK TO THE BOARD

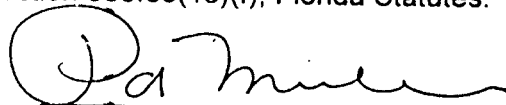
BY: Sandra Merkel D.C.

NOTICE OF ADOPTION OF AN AMENDMENT TO THE
DEVELOPMENT ORDER FOR THE NORTHWOOD
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 00-172 dated 4/18/00, has adopted an amendment to the development order for a Development of Regional Impact known as Northwood (Resolution No. 86-17). The above-reverenced development order constitutes a land development regulation applicable to the property described in Exhibit "A" of the development order.

A legal description of the property covered and the development order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, 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 above-mentioned Exhibit "A" nor actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.



PAT MULIERI, Ed.D., CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

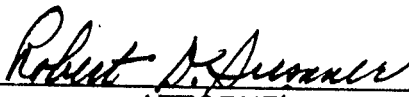
State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged
before me this 20th day of April, 2000.



Notary Public
State of Florida at Large
My Commission Expires:

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: 
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL OF REC-
ORD IN MY OFFICE. WITNESS MY HAND THE COUN-
TY'S OFFICIAL SEAL THIS April 20, 2000
JED PITTMAN, CLERK TO THE BOARD

BY  D.C.

Revised Master Development Plan
Located in Original Development Order Book

EXHIBIT A
LEGAL DESCRIPTION

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W 1/4) thereof, and less and except the right-of-way for C.R. 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for C.R. 581 and C.R. 582, Pasco County Florida.



#119

PASCO COUNTY, FLORIDA

Growth Management/Zoning Department
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34654
Tel. (727) 847-8140
Fax (727) 847-8084

CERTIFIED MAIL NO. P306260469
RETURN RECEIPT REQUESTED

October 25, 1999

Mr. John Meyer
DRI Coordinator
Tampa Bay Regional
Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Northwood - Development of Regional Impact (#119)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Northwood Development of Regional Impact #119, Development Order Amendment (Resolution No. 00-13), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This development order amendment was approved by the Pasco County Board of County Commissioners on October 12, 1999.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike LaSala".

Michael LaSala, AICP
Planner II

ML/ml

Enclosure

cc: Samuel P. Steffey II, Growth Management Administrator
File

BY PASCO COUNTY COMMISSIONER

PASCO COUNTY BOARD
OF COUNTY COMMISSIONERS
RESOLUTION NO. 00-13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING RESOLUTION NO. 86-17, AS AMENDED BY RESOLUTION NO. 95-41, A DEVELOPMENT ORDER ISSUED PURSUANT TO CHAPTER 380, FLORIDA STATUTES, APPROVING, WITH CONDITIONS, THE NORTHWOOD DEVELOPMENT OF REGIONAL IMPACT; PROVIDING FINDINGS OF FACT; PROVIDING CONCLUSIONS OF LAW; PROVIDING FOR AMENDMENTS OF THE DEVELOPMENT ORDER TO EXTEND PHASING AND BUILDOUT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 380.06, Florida Statutes, on October 8, 1985, the Pasco County Board of County Commissioners (BCC) adopted Resolution 86-17 (Development Order), a development order approving, with conditions, the Northwood Development of Regional Impact (the Development); and

WHEREAS, on October 21, 1986, the BCC adopted Resolution No. 87-17 amending the Development Order; however Resolution No. 87-17 was not properly rendered pursuant to Chapter 380, Florida Statutes, and was repealed by Resolution 95-41; and

WHEREAS, on November 15, 1994, the BCC adopted Resolution 95-41, an amendment to the Development Order, which included, among other amendments, an extension of the Development buildout and phases thereof by six (6) years, eleven (11) months, fifteen (15) days; and

WHEREAS, on April 19, 1999, Northwood Centers/MJG Ventures, Ltd. (Applicant), the owner of certain undeveloped areas of the Development, filed an application entitled "Notification of Proposed Change to a Previously Approved Development of Regional Impact (DRI) Subsection 380.06 (19), Florida Statutes," Form RPM-BSP-PROPCHANGE-1, (the NOPC) with Pasco County, Florida (the County), with copies provided to the Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (DCA); and

WHEREAS, the NOPC proposes to amend the Development Order to (i) extend the date of buildout of the DRI, and Phases II and III thereof, by ten (10) years, a cumulative extension, together with the 1994 amendment, of 16 years, 11 months, 15 days; and (ii) amend certain provisions of the Development Order to be consistent with the extension of buildout (the Proposed Changes); and

WHEREAS, the Proposed Changes are presumed to create a substantial deviation pursuant to Subsection 380.06(19)(c), Florida Statutes; and

WHEREAS, the NOPC has satisfactorily addressed all regional issues related to the Development and the presumption of a substantial deviation has been rebutted; and

WHEREAS, the BCC, as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider amendments to DRIs; and

WHEREAS, the public notice requirements of Chapter 380, Florida Statutes, and the County have been satisfied; and

WHEREAS, the requirements of Subsection 380.06(19), Florida Statutes, have been satisfied; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Pasco County, Florida, in regular session, duly assembled this 12th day of October, 1999, that the Proposed Changes to the Northwood Development Order, as described in the NOPC and supplementary documents, are approved and the Development Order is amended as set forth below:

A. General Findings of Fact.

The BCC, having received the NOPC and supplementary documents and having received all related comments, testimony, and evidence submitted by each party and members of the general public, finds there is substantial, competent evidence to support the following findings of fact:

1. The Development Order is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.

2. The NOPC includes a description of the Proposed Changes.
3. A comprehensive review of all of the impacts generated by the Proposed Changes, together with all previous amendments, has been conducted by the County, the TBRPC and the DCA.
4. The Proposed Changes, together with all previous amendments, do not create additional impacts to the public facilities over those treated under the Development Order, as amended hereby.
5. The Property is not located in an area of critical state concern as designated by Chapter 380.05, Florida Statutes.

B. Conclusions of Law.

The BCC, having made the above findings of fact, reaches the following conclusions of law:

1. Development in accordance with the Proposed Changes will not unreasonably interfere with the achievement of the objectives of the adopted State Comprehensive Plan.
2. The Proposed Changes are consistent with the land development regulations and the adopted local comprehensive plan.
3. The Proposed Changes, together with all previous amendments, do not create additional impacts to public facilities or any type of regional impact over those treated under the Development Order. The proposed amendments, therefore, do not constitute a "substantial deviation" from the Development Order, pursuant to Chapter 380.06, Florida Statutes.
4. Nothing herein shall limit or modify the rights originally approved by the Development Order or the protection afforded under Section 163.3167(8), Florida Statutes.
5. The Proposed Changes, once effective, are consistent with the provisions of Section 402, Pasco County Land Development Code, the Pasco County Concurrency Management System, and the development rights granted

by the Development Order, as amended hereby, remain vested thereunder.

- 6. The proposed amendments are consistent with the recommendations of the TBRPC.
- 7. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County, and Developer are authorized to approve/conduct development as described herein.
- 8. The review by the County, the TBRPC, and other participating agencies and interested citizens reveals that the Proposed Changes do not create additional impacts on regionally significant natural resources, facilities and services beyond those previously reviewed in the ADA, and that impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

C. Order.

The BCC, having made the above findings of fact, and having drawn the above conclusions of law, hereby approves the NOPC, and orders that the Development Order be amended as follows:

- 1. The development phasing and build-out schedule is hereby amended as follows to reflect the Proposed Changes. This development phasing and build-out schedule supersedes all previously described phasing and buildout dates.

<u>Phase</u>	<u>Residential</u>	<u>Commercial</u>	<u>Completion Date</u>
I	100 units	20,000 s.f. g.l.a.	9/13/1996
II	1,490 units	240,000 s.f. g.l.a.	9/23/2010
III	-0- units	277,500 s.f. g.l.a.	9/23/2010

- 2. Section F.2. of the Development Order is hereby amended to read:

The duration of the Development Order shall be a period of approximately twenty-five (25) years, through September 23, 2010, provided that the effective period may be extended by the Board upon a showing of good cause.

To the extent that other terms or conditions of the Development Order make reference to the Development's buildout date or to September 23, 2000, the original buildout date, the terms or conditions are hereby amended and shall reflect a buildout date of September 23, 2010.

3. Section F.3. of the Development Order is hereby amended to read:

The County agrees that the approved DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction for the duration of this Development Order, through September 23, 2010, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the Development Order have occurred, or that the Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

4. Section B.12.a (Alternative 11) (1) of the Development Order is hereby amended to read:

In the event that commitments for transportation improvements are adequate to permit only partial approval of this development, the capacity and loading of transportation facilities in the Northwood transportation area, including, but not limited to, the regional roadways and intersections referenced in Alternative 1, shall be limiting factors in any approvals.. Accordingly, the developer will generate and provide the County, the DCA, FDOT, and the TBRPC, pursuant to the provisions of Section 380.06, Florida Statutes, with updated current traffic counts on the above roadways and projections of traffic volumes that will result from the completion of the currently approved project construction, plus that to be generated by the next portion of the project of which the developer is seeking approval. Each updated traffic analysis shall (i) be undertaken only after a transportation methodology meeting has been held, (ii) utilize the regional transportation analysis model (FSUTMS/RTA), and (iii) serve to verify the findings of the original DRI traffic analysis findings (referenced in this report in Alternative 1) or shall indicate alternate transportation improvements or mechanisms which, when implemented,

will maintain the regional roadways at or above the Levels of Service adopted by the County's Comprehensive Plan for such roadways at peak hours. Both the traffic counts and the projection of traffic volume shall be prepared consistent with generally accepted traffic engineering practices and the original ADA. Upon obtaining written recommendations from the DCA and the TBRPC staffs, and prior to any specific preliminary or site plan approval, the County or its designee shall ensure, in written findings of fact, that the above roadways and intersections are operating at a Level of Service at peak hours which is equal to or above the Level of Service established by the County's Comprehensive Plan for such roadways and intersections, and that the expected trips to be generated by such approval would not cause the roadways to operate below the Level of Service at peak hours which has been established for such roadways. If the improvements required to be made to maintain acceptable Levels of Service are different from those described in Alternate 1, i.e., they are at locations not listed or are of greater magnitude, then this Development Order shall be amended to reflect the changed improvement. Such an amendment shall not be a substantial deviation.

5. The developer of each increment of the development shall provide verification to Pasco County that the public infrastructure service providers (i.e. potable water, sanitary sewer and solid waste) have adequate capacity to serve the increment of development being proposed.

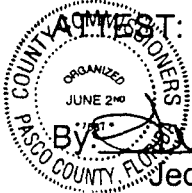
D. Effective Date and Transmittals.

This Resolution shall take effect immediately upon adoption. Upon adoption, certified copies of this Resolution shall be transmitted by the County's Clerk, via certified mail, to the DCA, TBRPC, and Applicant, pursuant to Chapter 380, Florida Statutes.

E. Notice of Adoption.

Applicant shall record a Notice of Adoption of this Resolution as required pursuant to Chapter 380, Florida Statutes.

DONE AND RESOLVED this 12th day of October, 1999.



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: Jed Pittman
Jed Pittman, Clerk

By: Don Shifman
Chairperson

APPROVED AS TO LEGAL FORM AND CONTENT

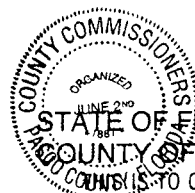
Office of County Attorney

By: [Signature]

APPROVED
OCT 12 1999

Exhibit "A" – Legal Description

09/30/99 04:00 PM d-1
39114.99701
#180091 v1 - 99701jsNORTHWOOD/Res



STATE OF FLORIDA
COUNTY OF PASCO

I, JED PITTMAN, DO HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL OF REC-
ORD IN MY OFFICE. WITNESS MY HAND THE COUN-
TY'S OFFICIAL SEAL THIS 12th day of Oct 1999

JED PITTMAN, CLERK TO THE BOARD

BY Donalee Schmitt D.C.

EXHIBIT A

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W ¼) thereof, and less and except the right-of-way for County Road 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for County Road 581 and County Road 582, Pasco County, Florida.



PASCO COUNTY, FLORIDA

DADE CITY (904) 521-4274
FAX (813) 847-8084
NEW PORT RICHEY (813) 847-8132

GROWTH MANAGEMENT/ZONING DEPT.
PASCO COUNTY GOVT. COMPLEX
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654

November 17, 1994

Mr. Tim Butts
DRI Coordinator
Tampa Bay Regional
Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Northwood Development of Regional Impact Development Order Amendment

Dear Mr. Butts:

Enclosed please find for your records a certified copy of the Northwood Development of Regional Impact, Development Order Amendment (Resolution No. 95-41). The document was approved by the Pasco County Board of County Commissioners on November 15, 1994.

Sincerely,

A handwritten signature in cursive script, reading "Samuel P. Steffey II".

Samuel P. Steffey II
Growth Management Administrator

SPS/g111701/17:ltr

Enclosure

cc: File Copy

BY COMMISSIONER Zimmer

RESOLUTION NO. 95-41

RESOLUTION AMENDING THE DEVELOPMENT ORDER
FOR THE NORTHWOOD DEVELOPMENT OF REGIONAL
IMPACT (RESOLUTION NO. 86-17).

WHEREAS, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners (the "Commission") adopted a development order approving, with conditions, the Northwood Development of Regional Impact, by Resolution No. 86-17, amended by Resolution No. 87-17 (the "Development Order"); and

WHEREAS, Resolution No. 87-17 was not properly rendered, pursuant to Chapter 380, Florida Statutes; and

WHEREAS, on August 15, 1994, U.S. Home Corporation filed an application entitled "Notification of a Proposed Change to a Previously Approved Development of Regional Impact ("DRI") pursuant to Subsection 380.06(19), Florida Statutes" (the "NOPC") proposing to (i) reduce the number of residential units to 1,590; (ii) increase the amount of commercial acreage to 47.3; (iii) reflect current Florida Department of Environmental Protection and U.S. Army Corps of Engineers jurisdictional determination information; (iv) eliminate an on-site water and wastewater treatment site; (v) eliminate the park land and reduce recreation; (vi) extend the project buildout and phases thereof, by six (6) years, eleven (11) months, fifteen (15) days; (vii) modify internal roadways; (viii) adopt an amended DRI Master Development Plan to reflect the changes in land uses; and (ix) amend certain other Development Order conditions (the "Proposed Changes").

WHEREAS, the Commission, as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statutes, is authorized and empowered to consider amendments to DRIs; and

WHEREAS, the Commission has reviewed the NOPC, as well as all related testimony and evidence submitted by each party and members of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Commission in regular session, duly assembled this 15th day of November, 1994, that the Northwood Development Order is amended as set forth below:

1. General Findings of Fact. The Commission, having received all related comments, testimony and evidence submitted by each party and members of the general public, finds that there is substantial competent evidence to support the following findings of fact:

- A. The Development Order is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.
- B. The NOPC includes a description of the Proposed Changes.
- C. The Proposed Changes necessitate amending the Development Order conditions described herein.
- D. A comprehensive review of the impacts generated by the Proposed Changes, together with all previous amendments, has been conducted by Pasco County (the "County"), the Tampa Bay Regional Planning Council ("TBRPC") and the Department of Community Affairs, State of Florida ("DCA").
- E. The Proposed Changes, together with all previous amendments, do not create additional regional impacts on transportation or other public facilities, including water, wastewater, drainage, solid waste, recreation and mass transit, from the original projections set forth in the Application for Development Approval ("ADA") nor do they create impacts that were not previously reviewed.

3. Conclusions of Law. The Commission, having made the above findings of fact, reaches the following conclusions of law:

- A. Development in accordance with the Proposed Changes will not unreasonably interfere with the achievement of the objectives of the adopted State Comprehensive Plan.
- B. The Proposed Changes are consistent with the land development regulations and the adopted local comprehensive plan.
- C. The Proposed Changes, together with all previous amendments, do not create additional impacts to public facilities or any type of regional impact over those treated under the Development Order. The proposed amendments, therefore, do not constitute a "substantial deviation" from the Development Order, pursuant to Chapter 380.06, Florida Statutes.
- D. Nothing herein shall limit or modify the rights originally approved by the Development Order or the protection afforded under Section 163.3167(8), Florida Statutes.

- E. The Proposed Changes, once effective, are consistent with the provisions of Section 402, Pasco County Land Development Code, the Pasco County Concurrency Management System, and the Development Rights granted by the Development Order, as amended hereby, remain vested thereunder.
- F. The proposed amendments are consistent with the recommendations of the TBRPC.
- G. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County, and Developer are authorized to approve/conduct development as described herein.
- H. The review by the County, the TBRPC, and other participating agencies and interested citizens reveals that the Proposed Changes do not create additional impacts on regionally significant natural resources, facilities and services beyond those previously reviewed in the ADA, and that impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

4. Order. Having made the above findings of fact and drawn the above conclusions of law, it is ordered that the Development Order be amended as follows:

- A. The development phasing and build-out schedule is hereby amended as follows to reflect the Proposed Changes. This development phasing and build-out schedule supersedes all previously described phasing and buildout dates.

<u>Phase</u>	<u>Residential</u>	<u>Commercial</u>	<u>Completion Date</u>
I	100 units	20,000 s.f. g.l.a.	9/23/1996
II	1,490 units	240,000 s.f. g.l.a.	9/23/2000
III	-0- units	277,500 s.f. g.l.a.	9/23/2000

The maximum commercial acreage at buildout shall not exceed 47.3 .

- B. The Revised Master Development Plan, dated August 19, 1994, which reflects the Proposed Changes, and which is attached hereto and made a part hereof as Exhibit "B," is hereby approved and adopted and becomes part of the Development Order. This Revised

Master Development Plan supersedes all previous adopted Master Plans. Nothing however shall prevent the County from zoning the property consistent with the Revised Master Development Plan upon receipt of a zoning permit application.

- C. Section B.1.f. (Water Quality and Drainage) of the Development Order is hereby added to read:
 - f. Development of the 18.4 acre residential parcel west of Cypress Creek (that was previously designated Park) shall insure that the predeveloped rate of drainage discharge will not be exceeded by the post developed rate of discharge and shall be done in conformance with the Southwest Florida Water Management District ("SWFWMD") rules 40D-4/40 governing water quality and quantity of discharge.
- D. Section B.6.b. (Natural Vegetation and Wildlife Conditions) of the Development Order is hereby amended to read:

The areas west of Cypress Creek shall remain designated as single family and/or conservation.
- E. Section B.8.b. (Water Supply) of the Development Order is hereby amended to read:
 - b. An updated Master Water Supply Plan must be approved by the Development Review Committee within six months after the effective date of this Resolution.
- F. Section B.8.c. (Water Supply) of the Development Order is hereby added to read:
 - c. The developer/owner must provide a letter from the County stating that adequate facilities for water are available to service this project, or the increment of development thereof for which approval is being sought.
- G. Section B.9.a. (Wastewater) of the Development Order is hereby amended to read:
 - a. Within six months after the effective date of this Resolution, the Development Review Committee must receive and approve an updated Master Wastewater Plan (or Master Utility Plan).

- H. Section B.9.b. (Wastewater) of the Development Order is hereby amended to read:
- b. If wetlands are permitted to be used for disposal of treated effluent, only the isolated forested wetlands can be used except as approved by DEP.
- I. Section B.9.d. (Wastewater) of the Development Order is hereby added to read:
- d. The developer/owner must provide a letter from the County stating that adequate facilities for wastewater are available to service this project, or the increment of development thereof for which approval is being sought.
- J. Section B.12.a. (Transportation Improvement Alternatives) of the Development Order is amended to read:
- a. Transportation Improvement Alternatives - The Northwood development will have a substantial negative impact on several regional highway facilities. Roadway Improvements required to mitigate the negative impact of the proposed development on transportation facilities have been identified in the ADA. The two alternatives which follow are measures which are designed to mitigate the negative impact associated with the Northwood DRI. One of these two alternatives must be implemented by the developer. On November __, 1994, the developer elected to implement the second alternative, Alternative II, described herein.
- K. Section B.12.a (Alternative II) (1) of the Development Order is hereby amended to read:

In the event that commitments for transportation improvements are adequate to permit only partial approval of this development, the capacity and loading of transportation facilities in the Northwood transportation area, including, but not limited to, the regional roadways and intersections referenced in Alternative I, shall be limiting factors in any approvals. Accordingly, the developer will generate and provide the County, the DCA and the TBRPC, pursuant to the provisions of Section 380.06, Florida Statutes, with updated current traffic counts on the above roadways and projections of traffic volumes that will result from the completion of the currently approved project construction, plus that to be

generated by the next portion of the project of which the developer is seeking approval. Each updated traffic analysis shall serve to verify the findings of the original DRI traffic analysis findings (referenced in this report in Alternative I) or shall indicate alternate transportation improvements or mechanisms which, when implemented, will maintain the regional roadways at or above the Levels of Service adopted by the County's Comprehensive Plan for such roadways at peak hours. Both the traffic counts and the projection of traffic volume shall be prepared consistent with generally accepted traffic engineering practices and the original ADA. Upon obtaining written recommendations from the DCA and the TBRPC staffs, and prior to any specific preliminary or site plan approval, the County or its designee shall ensure, in written findings of fact, that the above roadways and intersections are operating at a Level of Service at peak hours which is equal to or above the Level of Service established by the County's Comprehensive Plan for such roadways and intersections, and that the expected trips to be generated by such approval would not cause the roadways to operate below the Level of Service at peak hours which has been established for such roadways. If the improvements required to be made to maintain acceptable Levels of Service are different from those described in Alternate I, i.e., they are at locations not listed or are of greater magnitude, then this Development Order shall be amended to reflect the changed improvement. Such an amendment shall not be a substantial deviation.

- L. The last sentence of Section B.12.b.(1) (General Conditions) of the Development Order is amended as follows:

In the event the developer wishes to satisfy this condition prior to the above timing schedule, the developer may make a contribution to Pasco County of One Dollar (\$1.00) per external trip generated by this development.

- M. Section B.12.b(4) (General Conditions) of the Development Order is hereby amended to read:

The Developer shall reserve sufficient land (as determined by the County Engineer after consultation with FDOT) for dedication along the project's northern boundary to accommodate one-half of a six-lane divided arterial roadway for the new alignment of State Road 54, not to exceed to 125 feet (one-half of a 250' wide corridor).

The obligation for dedication of this roadway shall not preclude the developer's right to seek consideration for compensation or credit

under any transportation impact fee ordinance or any other agreement or law allowing such credits or compensation.

The developer shall dedicate said right-of-way within sixty (60) days after written notification from the Commission. The dedication shall be based upon a legal description and surveys provided by the Commission.

- N. Section B.13 (Recreation) of the Development Order is amended to read as follows:

Findings

The revised Master Development Plan designates 403.6 acres of the total site as Conservation/Preservation. In addition, the developer is providing a one (1) acre parcel for a private park facility. Not calculated in these figures are smaller private , active recreational facilities that may be constructed within the multifamily components. The developer has indicated its desire to dedicate the Conservation/Preservation areas to the County and/or other appropriate public agency. The Southwest Florida Water Management District has indicated its willingness to own some or all of these lands for conservation (see Wetlands). Those areas not dedicated to the public will be owned and maintained by a homeowners' association.

Condition

- a. See Condition 2.3., Wetlands.
- b. The developer shall donate One Hundred Dollars (\$100.00) per dwelling unit (unless modified by ordinance) to the County for park impacts prior to each record plat approval or, where no record plat is required, prior to each Building Permit for each increment. The developer shall also provide, to the County, a Fifty Dollar (\$50.00) per unit (unless modified by ordinance) park service fee prior to each record plat approval for each increment, or where no record plat is required, prior to each Building Permit for each increment.

The one (1) acre recreation site as shown on the Master Development Plan, shall be developed as a private recreation facility with ownership and maintenance responsibility being that of the developer or an appropriate homeowners' association.

- O. Section B.14. (Educational Facilities) of the Development Order is amended to read:

Findings

It is estimated that 525 school aged children will live in the 1,590 residences of Northwood, based on an average of 0.33 children per housing unit. The District School Board of Pasco County, in a letter included in the ADA, states that some of the closest schools are presently at full capacity and, subsequently, requested that a school site of fifteen (15) acres be set aside to serve the Northwood site. The revised Master Development Plan indicates a 15-acre site for a school.

Conditions

- a. The developer shall reserve the school site as shown on the Revised Master Development Plan for dedication to the Pasco County School Board ("School Board") for use as a public school. Upon notification from the School Board of its intention to construct a school on the proposed site, the developer shall dedicate the reserved school site to the Pasco County Board of County Commissioners. If, upon record platting of fifty percent (50%) of the project, or where no record plat is required (final preliminary site plan approval), the school site has not been dedicated, the developer shall contact the School Board and advise the School Board of the status of development. If within sixty (60) days after being so advised, the School Board has not notified the developer in writing of the need for the school site to be dedicated, the site shall no longer be reserved for school purposes—and shall be available for residential development. The availability of additional residential land shall in no way authorize the construction of a number of dwelling units in excess of the number approved for the entire project.

- P. Section F.2. of the Development Order is hereby amended to read:

The duration of the Development Order shall be a period of approximately fifteen (15) years, through September 23, 2000, provided that the effective period may be extended by the Board upon a showing of good cause.

Q. Section F.3. of the Development Order is hereby amended to read:

The County agrees that the approved DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction for the duration of this Development Order, through September 23, 2000, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the Development Order have occurred, or that the Development Order was based on substantially inaccurate information provided by the developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

5. Status of Development Order Amendment and Administrative Approval. Resolution No. 87-17, adopted on October 21, 1986, and the administrative approval issued on October 20, 1986, regarding a revised master plan, are hereby repealed.

6. Effective Date. This Resolution shall take effect immediately upon adoption.

7. Notice of Adoption. A Notice of Adoption of this Resolution, in the form attached hereto and incorporated herein as Exhibit "C," shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

8. Certified Copies. The Clerk of the Commission shall return a signed certified copy of this Resolution and the Notice of Adoption described in Section 6 above to the Pasco County Growth Management Department, which shall then send copies of each document to the DCA and the TBRPC, and to the attorney of record in these proceedings.

DONE AND RESOLVED this 15th day of November, 1994.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: Elaine H. Mitchell By: [Signature]
JED PITTMAN, CLERK DC CHAIRPERSON

APPROVED AS TO LEGAL FORM AND CONTENT

Office of County Attorney

By: [Signature]

EXHIBIT "A"

Legal Description

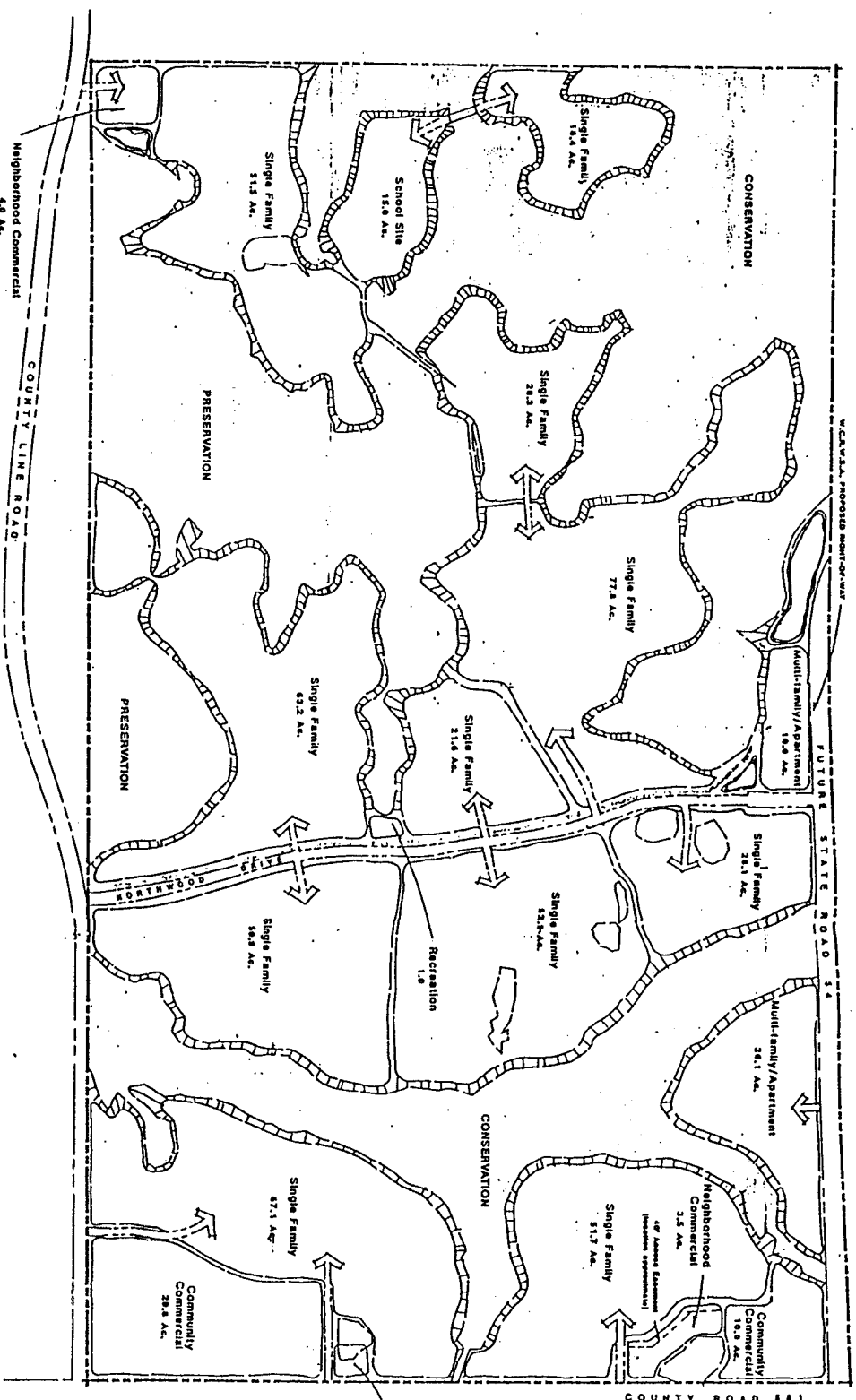
All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W 1/4) thereof, and less and except the right-of-way for County Road 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for County Road 581 and County Road 582, Pasco County Florida.

EXHIBIT "B"

Revised Master Development Plan



REVISED MASTER DEVELOPMENT PLAN
NORTHWOOD
US HOME CORPORATION



USE	AREAS	UNIT/AREA
COMMERCIAL TM	47.9	537,500
MULTI-FAMILY/APARTMENT TM	38.1	315
SINGLE FAMILY	51.5	1275
RECREATION	1.0	
ROADS	78.1	
STORMWATER MANAGEMENT PONDS TM	26.1	
SEWER/SOLID WASTE	20.0	
SEWER/COMBUSTION STORAGE	1.1	
WELL SITE	1.0	
SUBTOTAL	860.9	
CONSERVATION/PRESERVATION	40.6	
TOTAL	1,084.5	1,590,000

Notes:

- (1) Commercial uses and standards shall be in accordance with MSHA 29.176.
- (2) Unincorporated District, Fresno County Land Development Code, 4/20/71
- (3) Ethel Ashfamily or Amendment land uses as specified in MUDFO Prelim 8-11.
- (4) Amended, may be located within phase period.
- (5) Located adjacent to Highway 99, within SB-34.
- (6) Includes all development proposals and includes within unincorporated area.
- (7) School site reserved for dedication as specified in MUDFO Prelim 4-31(1).
- (8) approved 10/1/75.
- * Amendment of SPSMAD instances may occur following agency approval.

LAND USE DATA

LEGEND



PROJECT BOUNDARY
DEVELOPABLE AREAS
WETLANDS (CONSERVATION/PRESERVATION)
SWF/PAID WETLANDS TO BE RETAINED
ROADWAYS/ACCESS
OPEN SPACE/COMPENSATORY STORAGE

EXHIBIT "C"

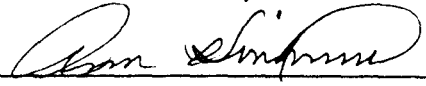
**NOTICE OF ADOPTION OF AMENDMENT OF THE
DEVELOPMENT ORDER FOR THE NORTHWOOD
DEVELOPMENT OF REGIONAL IMPACT**

PURSUANT TO SECTION 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners by Resolution No. _____, dated _____, 1994, has adopted an amendment to the Development Order for the Northwood Development of Regional Impact. The above-referenced Development Order, as amended, constitutes a land development regulation applicable to the property described in Exhibit "A" of the Development Order.

A legal description of the property concerned, the Development Order and the resolution amending the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, 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 "A" or actual or constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

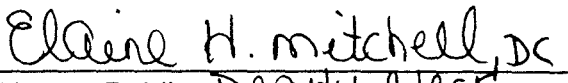
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: 
Chairperson

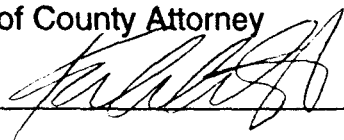
STATE OF FLORIDA)

COUNTY OF PASCO)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 15th day of NOVEMBER, 1994, by Ann Hildebrand, as Chairperson of the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA. He is personally known to me and did not take an oath.


~~Notary Public~~ Deputy Clerk

APPROVED AS TO LEGAL FORM AND CONTENT
Office of County Attorney

By: 

J. H. W. H.

DATE: 11/21/85

FILE: PL86-154

SUBJECT: — Northwood DRI Amendment

FROM: Samuel P. Steffey, II B.I.B. REFERENCES:
 Planning Director

It is recommended that the data herein presented be given formal consideration by the County Commission.

BACKGROUND: That the Planning and Zoning staff and U.S. Home Corporation have no

The Board of County Commissioners approved a Development Order (DO) for the Northwood DRI on October 8, 1985 (Resolution 86-17). The developer, regional planning council, and state have the right to appeal this DO within 45 days, which deadline is November 29, 1985. The state has a concern that with the current language of the DO that they will not have the right to appeal any wetland modifications which may occur.

Attachment 66-1 is hereby amended as follows:

ANALYSIS:

The state is suggesting that the required Master Drainage Plan be pursuant to the DRI statute (Chapter 380.06) whereby the drainage plan would indicate any substantial wetland modification and the state would then have authority to appeal the plan. The DRI applicant, U.S. Home, has indicated that they will not object to this amendment.

RECOMMENDATION:

It is recommended that the Board approve the attached resolution amending the original Northwood DRI DO.

ATTACHMENT:

1. **Resolution**
 consequence, intervention/treatment discharge systems. the approved treatment
 for transfer to the stormwater system for each lot. The following information is
 SPS/d11/21/04

SPS/d11/21/04

responsible for the maintenance plan, and the other will be required to provide a minimal hydroperiod with all of the water that is the result of the consistent with the appropriate standards of the State of California Department of General Services and Lake System Maintenance and Design and Design and Design.

1997, under Condition 2, c. 1

100-443886-1

— 55 —

FIELD OF CATTLE CONFINEMENTS
AT FARM HOUSE, TEXAS

FOK DEC. 17 1985

300

APPROVED AGENDA ITEM

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed.

FOR

BY

DECLASSIFIED BY: 60322 UCBAW/STW
ON: 09-01-2010

BY COMMISSIONER _____

RESOLUTION NO. _____

RESOLUTION AMENDING THE NORTHWOOD
DRI DEVELOPMENT ORDER, RESOLUTION
NO. 86-17, TO PROVIDE FOR REFERENCE
TO CHAPTER 380.06, FLORIDA STATUTES

WHEREAS, the Department of Community Affairs of the State of Florida has requested that Section B.1.b., setting forth conditions relating to submission and review of and approval by Tampa Bay Regional Planning Council of a Master Drainage Plan for the Northwood DRI, be amended to add language referencing Chapter 380.06, Florida Statutes; and

WHEREAS, the Planning and Zoning staff and U.S. Home Corporation have no objection to the inclusion of such language.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, in regular session, duly assembled, that Section B.1.b. of Resolution 86-17 is hereby amended as follows:

"b. Prior to the first site or preliminary plan approval, the developer shall submit a Master Drainage Plan to the Pasco County Administrator for development review committee and Board of County Commissioners review and approval and Tampa Bay Regional Planning Council for review and approval for consistency with County policy. pursuant to the provisions of Chapter 380.06, Florida Statutes. Said plan shall show the projects predevelopment wetland, stormwater interception, stormwater conveyance, detention/retention discharge systems, the proposed permanent wet-detention pools, storage volumes for each delineated drainage basement, a stormwater facilities maintenance plan, and the plan shall be designed to provide a natural hydroperiod with all of the wetlands of the site to be consistent with the appropriate elements of the Tampa Bay Regional Planning Council's Stormwater and Lake System Maintenance and Design Guidelines.

(1978). (Also see Condition 2.e.)"

DONE AND RESOLVED this _____ day of _____, 1985.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

(SEAL)

ATTEST:

BY _____
JED PITIMAN, Clerk

BY _____
ALLAN G. SAFRANEK, JR.
Chairman

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY _____
Attorney

RESOLUTION AMENDING RESOLUTION NO. 86-17, THE
DEVELOPMENT ORDER APPROVING, WITH CONDITIONS,
THE NORTHWOOD DEVELOPMENT OF REGIONAL IMPACT;
AMENDING A PORTION OF THE CONDITION IN
PARAGRAPH B.12.b.(2) TO PROVIDE AN ALTERNATE TIME
OF SUBMITTAL OF A TRAFFIC SURVEY.

BE IT RESOLVED by the Board of County Commissioners of Pasco County, that the Condition in
the following paragraph of Resolution No. 86-17 (the Northwood Development of Regional Impact
Development Order) is hereby amended to read as follows:

B. Specific Findings on Impact and Conditions Restricting Development.

12. Transportation

b. General Conditions

- (2) The developer shall make a field survey of the external
trips generated by this development every two years
after the issuance of certificates of occupancy for the
first 500 dwelling units, or on January 1, 1989,
whichever is earlier. This survey shall indicate the
external number of trips, trip length, and trip
assignment on the road network. The results of the
surveys shall be included in the required annual reports
and the above-required traffic analysis required in
Condition 12.a., Alternative II.

DONE AND RESOLVED this 21st day of October, 1988.

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

(SEAL)
ATTEST

BY: Jed Pittman
JED PITTMAN, CLERK

BY: Curtis L. Law
CURTIS L. LAW, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: Ben Harill
Attorney

THE BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA
OCTOBER 22, 1988
BY THE BOARD

Julie A. Holtzower D.C.

reso:dri3c

Invalid
4-16-91
Not
Rendered
HL

PASCO COUNTY, FLORIDA
INTER-OFFICE MEMORANDUMTO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: 10/10/86

FILE: PL87-048

SUBJECT: Northwood DRI - Amended
Development OrderFROM: Samuel P. Steffey, III
Planning Director

REFERENCES: Commission District 2

It is recommended that the data herein presented be given formal consideration by the County Commission.

DESCRIPTION AND CONDITIONS:

The transportation conditions of the Northwood DRI Development Order provided a means for partial development approval if there were adequate roadway improvements in the impact area for that given phase of development. The partial approval would allow so many dwelling units (or development) before the road network would be projected to be overloaded. Each subsequent partial development approval of the Northwood project would be based on funding commitments to maintain the regional roadways at a satisfactory level of service. The developers of Northwood submitted information which indicated that 870 dwelling units could be constructed without adversely impacting the regional roadways. This number was based on projections made in an updated traffic analysis which was reviewed and approved by the Tampa Bay Regional Planning Council (TBRPC) staff. In order to validate these projections, a field survey of the number of vehicular trips in this area will be done either on January 1, 1989, or with the issuance of Certificates of Occupancy for the 500 dwelling units, whichever is earliest.

The attached Amended Development Order would provide for this time of field survey submittal. This change in the Development Order appears to be a minor adjustment of the Conditions of Approval, and staff has determined it is not a substantial deviation requiring further review under Chapter 380, Florida Statutes. TBRPC and the developer both concur with this proposed change.

ALTERNATIVES AND ANALYSIS:

By adding the date of January 1, 1989, to the required time of the survey submittal, the County and TBRPC are better assured that the survey will be done in a timely manner and better reflect the rate of development in this area of the County.

RECOMMENDATION AND FUNDING:

The Planning Department recommends that the Board determine that the proposed amendment is not a substantial deviation and authorize the Chairman to sign the proposed Development Order Amendment.

No funding is required for this action.

ATTACHMENT:

1. Development Order Amendment

SPS/DU/g06/03/01er

APPROVED AGENDA ITEM

FOR _____

BY _____

*Copied from
1990 Annual
Report
Judy
Landon*



PASCO COUNTY, FLORIDA

OFFICE OF THE COUNTY ATTORNEY

7530 Little Road
New Port Richey, Florida 33553
PHONE (813) 847-8120

J. Ben Harrill, Esq.
County Attorney

October 15, 1985

David Smolker, Esq.
Lisa C. Bennett, Esq.
Dorothy Trogolo, Esq.

Ms. Sheila Benz, DRI Coordinator
Tampa Bay Regional Planning Council
9455 Koger Blvd., Suite 219
St. Petersburg, FL 33702

DRI # 119

Attention: Mr. Roger Tucker

RE: Development Order/Northwood Development
of Regional Impact

Dear Ms. Benz:

Please find enclosed a certified copy of Resolution No. 86-17 of the Board of County Commissioners of Pasco County, Florida, adopting a Development Order approving with conditions the Northwood Development of Regional Impact. This resolution was passed and adopted by the Board of County Commissioners at the October 8, 1985 regular meeting.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

David Smolker
Chief Assistant County Attorney

DS/lrg
Attachment

RESOLUTION ADOPTING A DEVELOPMENT ORDER
APPROVING, WITH CONDITIONS, THE NORTHWOOD
DEVELOPMENT OF REGIONAL IMPACT.

WHEREAS, U.S. HOME CORPORATION has filed an Application for Development Approval (ADA) with the Pasco County Planning and Zoning staff; and

WHEREAS, the ADA has been received in accordance with Chapter 380.06, Florida Statutes; and

WHEREAS, the culmination of that review requires the approval, denial, or approval with conditions, of the above-referenced ADA;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 8th day of OCT, 1985, that:

The above-referenced ADA is approved with conditions, as set forth in the following Development Order which is hereby adopted by the Board of County Commissioners:

NORTHWOOD, DRI DEVELOPMENT ORDER

A. General Findings of Fact

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

1. U. S. HOME CORPORATION hereinafter referred to as "U.S. HOME," in accordance with Section 380.06, Florida Statutes, has filed with Pasco County an ADA for Northwood Development of Regional Impact (DRI No. 119).
2. The Board of County Commissioners of Pasco County is the local government governing body having jurisdiction over the review and approval of said DRI in accordance with Section 380.06, Florida Statutes.
3. The Board of County Commissioners is in receipt of a sufficiency notification from the Tampa Bay Regional Planning Council, dated May 8, 1985.
4. The Board of County Commissioners has scheduled public hearings on the above-referenced ADA before the Pasco County Planning Commission and before the Board.
5. Notice of such notice has been published at least sixty (60) days prior to the date set for the Board hearing.
6. Both the Pasco County Planning Commission and the Board of County Commissioners have held public hearings on the above-referenced ADA on September 25, 1985 (continued from September 11, 1985), and October 8, 1985 (continued from September 24 and October 1, 1985), respectively.

7. At said public hearings, all parties were afforded the opportunity to present evidence and argument on all issues, conduct cross-examination, and submit rebuttal evidence.
8. Additionally, at said public hearings, any member of the general public requesting to do so was given the opportunity to present written or oral communications.
9. The Board of County Commissioners has received and considered the Tampa Bay Regional Planning Council report on the above-referenced ADA.
10. The Board of County Commissioners has received and considered the recommendation of the Pasco County Planning Commission and various other reports and information, including but not limited to, the recommendation of the Pasco County Planning and Zoning staffs.
11. The real property involved in this proposed DRI is controlled by U.S. HOME, and a description of said real property is attached hereto as Exhibit "A" and made a part hereof by reference.
12. The nature, type, scope, intensity, density, costs, and general impact of the proposed Development of Regional Impact is that which is summarized on composite Exhibit "B" attached hereto and incorporated by reference herein. (TBRPC impact synopsis)
13. The land use designation for the area subject to the ADA is residential, commercial, and open space.
14. Zoning on the property which is subject to the ADA is Master Planned Unit Development (MPUD).

B. Specific Findings on Impact and Conditions Restricting Development.

1. Water Quantity and Drainage

Findings

The proposed project site is located within the Hillsborough River Basin and is crossed by Cypress Creek and Trout Creek, which are tributaries of the river. The application fully describes both Cypress Creek and Trout Creek and off-site flow data for Cypress Creek, as collected by the U.S. Geological Survey, are provided. The main branch of Trout Creek originates in Cabbage Swamp and traverses the property from north to south through a well-defined linear wetland. Cypress Creek enters the site just south of the northwest property corner and loops back to exit the property near the center of the western property line. In addition to the Cypress and Trout Creek wetlands, the site also includes many isolated depressions containing marshy areas and cypress heads.

There are two aquifers underlying the site, separated by a clay confining unit. The upper aquifer is the Surficial or Water Table aquifer and the lower aquifer is the Floridan aquifer. The Surficial aquifer is estimated to be 10 to 12 feet thick, based on soil borings taken at the site. The clay confining unit was also encountered in the majority of the soil borings which suggests areawide occurrence of clay and good confinement of the Floridan aquifer. The potentiometric surface of the Floridan aquifer is higher than land surface over a good portion of the site. Therefore, significant sources of groundwater recharge have not been identified on-site.

The on-site surface water quality has not been determined. U.S.G.S. water quality sampling has been conducted 1.5 miles upstream of the site for Cypress Creek, however. With the exception of dissolved oxygen, Cypress Creek meets the Class III water quality requirements for all parameters that have been measured. Water quality analyses for Trout Creek are not available. The application states that Trout Creek is expected to contain transportation and construction-related pollutants which are carried onto the site by two tributaries entering the property through culverts under C.R. 581. Cypress Creek, Trout Creek, and the site's marshes and cypress heads are probably adversely affected by current cattle grazing activities.

No water quality sampling was performed on-site for the groundwater system. Water quality data collected for the Floridan aquifer off-site suggests that raw water quality for public supply is good with moderate hardness, low iron, and no hydrogen sulfide. Surficial aquifer groundwater quality is expected to remain unaltered subsequent to development. The application states that vegetation and the upper soil horizons will continue to provide treatment of infiltrating surface waters. The ADA contains no plans to implement stormwater-related groundwater or surface water quality monitoring.

Two primary drainage areas are included within the development, designated as Trout Creek Basin and Cypress Creek Basin. The application states that proposed construction will not significantly increase runoff or pollutant loadings and will not impact the stormwater management system. The proposed stormwater management system consists of detention basins, storm sewer trunk lines and laterals, water flow control structures, grassed swales, and filtration berms.

The site contains approximately 680 developable acres, which have been divided into 19 drainage subbasins. These basins will generate approximately 342-acre/feet of runoff during the 25-year, 24-hour duration storm. Development of the project will increase runoff to approximately 433-acre/feet during a 25-year, 24-hour duration storm. The increase will require about 102-acre/feet of detention storage volume. Detention basins distributed throughout the site will accommodate the 102-acre/feet of runoff and provide detention storage for at least the first one-half inch of runoff. Discharge will be through a filtration-underdrain system, which will provide biological treatment of stormwater runoff, thereby protecting the on- and off-site downstream water quality. Close development land uses will have no net effect on existing regional water tables, depression storage, and drainage patterns. After construction, the drainage facilities will be operated and maintained by Pasco County.

Hillsborough County expressed concern regarding water quality impacts associated with the development. Tampa Bay Regional Planning Council concluded that the ADA did not provide sufficiently-detailed information regarding the drainage system to do a regional assessment of this aspect of the project.

Developer's Commitments

"Judicious use of fill will elevate building pads above water table levels without impairing existing stormwater storage and treatment capacities. Drainage systems will also be used to eliminate saturated soils and/or ponding. Detention areas will be associated with existing wetlands reducing the need for pond embankments. Side slopes will be 3:1 or less and will be promptly stabilized with vegetation. Most important of all, site planning will ensure that development activity takes place in the areas which present the fewest constraints." (ADA, pg. 14-7)

Only those portions of the site ready for construction will be cleared.

Disturbed areas will be seeded, mulched, sodded, or planted with other landscape material as soon after construction as possible to ensure that bare soil will not be exposed to wind and water erosion. Areas adjacent to the roadway where slopes are greater than 3:1 will be grassed.

Construction areas will have control features as needed to reduce turbidity and sedimentation into existing on-site drainage systems or off-site discharges to surrounding surface waters.

Pond embankments will be designed to encourage wetland vegetation or planted with specific wetland species to stabilize shorelines and filter runoff.

If wind erosion during construction does become significant, the contractor will be required to irrigate the problem area with water. Following construction, planted groundcover and the drainage system will effectively control wind and water erosion.

"The site's stormwater management system has been closely coordinated with the Master Plan to maximize treatment of stormwater runoff prior to discharge into the site's surface waters." Numerous "best available" techniques have been incorporated into the system's design. The net effect will be to reduce runoff velocities to promote infiltration and the settlement of suspended solids and organic material, permit nutrient uptake and assimilation, and minimize the impact of site discharges to the waters of the state." (ADA, pg. 15-15)

A DER-approved water quality monitoring program will be initiated to determine the effectiveness of the wetlands in treating the applied effluent, and any effects of the project on local ground and surface water quality. Groundwater and surface water monitoring will be conducted. (ADA, pg. 21-8)

"Approximately 93.3% of the existing wetlands will be preserved by keeping water flow quantities at predevelopment levels. Stormwater detention lakes will create additional wildlife habitat." (ADA, pg. 18-8)

Storm sewers will collect and convey runoff from parking areas and roadways. (ADA, pg. 22-2)

Outflow from and water levels within the lakes and ponds will be controlled by specially designed flow control structures which will restrict outflow rates to predevelopment levels and discharge the outflow from the filter underdrain systems. (ADA, pg. 22-2)

Postdevelopment land uses will have no net effect on existing regional water tables, depression storage, and drainage patterns. (ADA, pg. 22-6)

Fill material will be obtained on-site from excavation in higher areas and pond/lake excavation. (S.R., pg. 8)

Conditions

- a. Prior to the first site or preliminary plan approval, the developer shall submit to Pasco County a Master Development Plan which depicts the predevelopment 100-year and 25-year flood plains as determined by Southwest Florida Water Management District; the total acreage of each flood plain shall also be given.
- b. Prior to the first site or preliminary plan approval, the developer shall submit a Master Drainage Plan to the Pasco County Administrator for Development Review Committee and Board of County Commissioners review and approval and Tampa Bay Regional Planning Council for review and approval for consistency with council policy. Said plan shall show the project's predevelopment wetlands, stormwater interception, stormwater conveyance, detention/retention discharge systems, the proposed permanent wet-detention pool storage volumes for each delineated drainage basin, a stormwater facilities maintenance plan, and the plan shall be designed to provide a natural hydroperiod within all of the wetlands of the site and to be consistent with the appropriate elements of the Tampa Bay Regional Planning Council's Stormwater and Lake Systems Maintenance and Design Guidelines (1978). (Also see Condition 2.e.)
- c. Any bridge crossings of Cypress Creek, Trout Creek, and tributaries shall be adequately culverted or other designed in accordance with acceptable methods, which will maintain historic drainage patterns.
- d. The stormwater drainage system shall be designed, constructed, and maintained as follows:
 - (1) Soil borings shall be required to document subsurface geology and seasonal water table levels to assure the final design of the system will not result in adverse impacts on groundwater resources of nearby wellfields and the Hillsborough River floodplain.

- (2) Design of all ponds will incorporate the appropriate Best Available Technology as outlined in Tampa Bay Regional Planning Council's Stormwater and Lake Systems Maintenance and Design Guidelines.
- (3) All ponds depths shall be limited to the beginning of the first substantial continuous vertical confining layer in order to prevent aquaclude breaching and either the initiation of or increase in vertical leakage between the Floridan aquifer and the Surficial aquifer.
- (4) All ponds will be designed such that the design low water elevation will be at or above the post-development seasonal high water table elevation to insure that the pond will function during the wet season.
- (5) Design of all facilities shall consider the areal extent and impact of the 25-year floodplain and the design will be consistent with applicable Pasco County and Southwest Florida Water Management District requirements.
- (6) A pond maintenance program shall be developed as part of the stormwater facility maintenance plan and shall be carefully implemented in order to insure continued and proper operation of the facilities after construction.

e. The wind and water soil erosion control measures referenced in the ADA (pg. 14-8) shall be implemented.

2. Wetlands

Findings

Approximately 433 acres of wetlands are found on the site. The application states that no residential or commercial development will occur in the wetland mixed forest of the floodplains. Two causeways and a minor crossing at Trout Creek will be upgraded. A few of the isolated wetlands will be altered to accommodate drainage detention areas and by unavoidable road alignment conflicts.

Approximately 93.3% of the existing wetlands will be preserved and incorporated into the development as scenic features, natural drainage, retention areas, or passive recreation areas. Two hundred twenty of these acres are located within the floodplains and will be undisturbed.

It appears that the development proposes to alter about 26 acres of wetlands and put roadway crossings at Cypress and Trout Creeks. However, no plans have been submitted for these modifications nor has any mitigation been proposed in the ADA.

Developer's Commitments

Whenever possible, vegetation (from the isolated wetlands) will be saved and will interface with the detention ponds. The net result will be a greater total surface area of wetlands and increased diversity of aquatic systems. (ADA, pg. 16-2)

". . . Approximately 93.3% (404 acres) of the existing wetlands (433 acres) will be preserved and incorporated into the development as scenic features, natural drainage, retention areas or possible recreation areas. Two hundred and twenty of these acres are located within the floodplains and will be undisturbed." (ADA, pg. 16-3)

Crossing culverts will be sized to safely accommodate peak flows and flood elevations. Construction techniques will preserve existing vegetation and minimize impacts to adjacent vegetation. Crossing alignments, etc., will be planned to minimize vegetation clearing. Road runoff will not be allowed to flow directly into the creeks or floodplain. Creek crossings will be in accordance with state permitting requirements. (ADA, pgs. 16-3 and 16-4)

"Approximately 93.3 percent of the existing wetlands will be preserved by keeping water flow quantities at predevelopment levels. Stormwater detention lakes will create additional wildlife habitat." (ADA, pg. 18-8)

The areas of wetland mixed forest in the floodplains will be left completely intact, save for proposed boardwalks and meandering foot trails. (ADA, pg. 16-2)

Conditions

- a. Prior to issuance of any permits for construction in an increment where wetland modification is to occur, the developer shall submit a proposed wetland modification plan to Pasco County and Southwest Florida Water Management District for approval. The Plan shall include the following elements:

- * Roadway crossing of all creeks and on-site tributaries within the area of proposed construction.

- * Wetland areas that will experience modification in order to accommodate development and/or stormwater discharge.
 - * Structures and/or facilities utilized to control wetland functions.
 - * The interaction between the proposed stormwater systems and the existing wetland areas.
 - * Proposed mitigation for adverse wetland alteration.
- b. Final development plans shall designate, and be consistent with, the council's definition of preservation and conservation areas, in accordance with the council's adopted growth policy, Future of the Region (Sections 2.701 and 2.702).
 - c. Preservation of wetland habitats, as described on Pages 16-3, 16-4, and 18-8 of the ADA shall be implemented.
 - d. All open space, including preservation/conservation areas and wetlands, shall be dedicated/deeded to a mandatory homeowners' association, or some other entity which is acceptable to the County; such entity(s) shall be responsible for the maintenance of said open space. With the submittal of the Master Drainage Plan, the developer shall propose who will receive control of said lands and when such control will be dedicated/deeded.

3. Floodplains

Findings

A large portion of the project lies within the 100-year and 25-year floodplain; no acreages were given in the ADA. The minimum floor elevations will be above the 100-year floodplain which is required by the National Flood Insurance Program, of which Pasco County is a participant.

Conditions

- a. The development shall comply with the National Flood Insurance Program.

4. Soils

Findings

The predominant soils located on-site are those associated with flatwoods and depressions. These soils are typically sandy throughout or sandy over a loamy layer and occur mainly on the eastern two-thirds of the site. Wetland and floodplain soils types are the second-most frequently found. The application states that these soils are typical of southern Pasco County.

The surficial groundwater elevation is between 5.5 and 8 feet below surface in the pastured areas and at or near ground surface in the wooded areas. The report states that the groundwater elevation will fluctuate with the amount of local rainfall and varying site conditions.

The soils found on-site all have moderate to severe limitations (due to high water tables and periodic flooding) for the type of construction planned. The application details the procedures which will be followed to overcome the construction limitations. This includes removal of vegetation and organic soils followed by compaction, and the use of soil cement for roadway base construction. It is noted that site planning will be performed that will ensure that the development activity takes place in areas which present the fewest constraints.

There are no known mineral deposits on-site.

The application details several procedures that will be followed to reduce the wind and water erosion potential during construction. Among those activities identified as control measures are clearing construction areas only when necessary; seeding, mulching, or sodding disturbed areas; utilizing control features during construction to reduce turbidity and increase sedimentation on-site; encouraging wetland vegetation to stabilize pond embankments; and irrigation of areas experiencing high wind erosion.

The application states that the only unique geologic feature on-site is the intermittent outcropping of limestone within Cypress Creek's channel banks and floodplain. The application states that the outcroppings will be protected in the northwestern-most conservation area.

The potential for subsidence on this site is not clear in the ADA. The documentation appears to more specifically reference areas near this site, rather than site-specific.

Conditions

- a. The soil erosion and dust control measures proposed in the ADA, such as mulching, seeding, sodding, minimum site clearing, and use of riprap, shall be instituted during construction and indicated on the construction

drawings. Any long-term stockpiling of soil (fill dirt) obtained from retention/detention pond excavation must be indicated on construction drawings and approved by the Development Review Committee.

- b. The developer shall submit, with the Master Drainage Plan, a study which is to determine the lineament intersections of greatest sinkhole potential occurrence for the project site. Based on the results of the study, Pasco County may require additional site-specific subsurface testing and/or modifications to the development plan.

5. Air Quality

Findings

It is anticipated that the impacts on air quality from the Northwood development will be those associated with vehicular traffic and construction-related dust disturbances and burning of debris. No ambient air quality information was provided in the ADA. The developer proposes to reduce emissions and to minimize adverse impacts by observing Pasco County regulations for burning, and by seeding, mulching, timely sodding, landscaping, and, if necessary, irrigation or sprinkling.

A development plan which can maximize internal trip destinations could well reduce total vehicular emissions.

Conditions

- a. The wind erosion control measures (pg. 14-8 ADA and pg. 22 of Sufficiency Response) and the air emissions abatement procedures (pg. 13-3 ADA) committed to by the developer shall be adhered with.

6. Natural Vegetation and Wildlife

Findings

The site is predominantly improved pasture or mixed hardwood forest; the latter occupies most of the Trout Creek and Cypress Creek floodplains. Pockets of cypress swamp, freshwater swamp, and hydric hammocks are also interspersed with the mixed hardwood forest. No rare or endangered plants were found on-site. Endangered wildlife expected to be encountered on-site includes the Wood Stork. Threatened wildlife includes the Sandhill Crane, Gopher Tortoise, Eastern Indigo Snake, Florida Mouse, Florida Scrubjay, and Gopher Frog. Species of special concern on-site include the American Alligator and the Florida Scrub Lizard. The application states that the protection of wetlands will protect wildlife and their habitats and creation of stormwater detention lakes will create additional wildlife habitat. It should be noted, however, that not all of the above-listed species utilize

wetlands. The Florida Game and Freshwater Fish Commission states in their review that "due to the high quality wildlife habitat afforded by the site's uplands which include known and potential habitat for a number of species listed as endangered, threatened, or of special concern by the Commission," that they recommended that representative tracts of each upland vegetative community, except improved pasture, be preserved. The area west of Cypress Creek is designated on the revised Master Site Plan as being parkland and/or conservation.

Conditions

- a. In the event that any rare, endangered, or threatened species are observed on-site, the developer shall implement proper mitigation measures in compliance with Pasco County and the Florida Game and Freshwater Fish Commission directives.
- b. The area west of Cypress Creek shall remain designated as parkland and/or conservation.
- c. Representative tracts of all major upland vegetation communities, excluding pastureland, shall be preserved in their natural state to serve as conservation areas. With the Master Drainage Plan submittal, the developer shall list the upland vegetation communities which will be represented and the general areas where they may be found on the site. The preliminary/site plans, if applicable, shall show more specifically those areas which will be conserved.
- d. An environmental study shall be instituted for the East Pasco/North I-75 corridor area by either TBRPC, Pasco County, the developer or some other entity. The environmental study shall include, but not be limited to, the following issues:
 - (1) Definition of study area boundaries.
 - (2) Inventory of natural resources and environmental features within the study area, such as surface waters, groundwater resources and threatened and endangered species, prime and unique agricultural lands, and preservation/conservation areas.
 - (3) Identification of specific natural resources to be protected from the effects of urbanization.
 - (4) Identification of specific growth management measures to be utilized to protect natural resources and/or mitigate impact from urbanization.

- (5) Identification of opportunities for recreational use.
- (6) Assessment of the impacts associated with public facility expansion, such as physical plant location and operating procedures.
- (7) Formulation of program to promote public and private awareness.
- (8) Identification of those actions necessary to be taken to implement the results of the study.

Building permits shall not be issued for Phases II or III without TBRPC and County approval of this environmental study. This condition may be satisfied by either:

- (1) The adoption of a County future land use map and subsequent Comprehensive Plan amendments, if TBRPC states in writing that said future land use map meets the requirements of the environmental study.
- (2) The contributions by the developer of his fair share of the cost of the above-referenced environmental study. The amount and time of contribution shall be determined by the County and the study shall be commenced prior to issuance of any building permits in Phases II or III.

7. Historical and Archaeological Sites

Findings

An archaeological survey was done on the project site and copies have been provided to the appropriate agencies for review. The results of the survey showed that there were no significant finds on the site.

Conditions

- a. Should any significant historical or archaeological site be discovered during construction, the proper authorities shall be immediately notified and their recommendation for preservation and excavation will be implemented.

8. Water Supply

Findings

The Northwood development will be constructed over an eight-year period, with initial water demands occurring in mid-1985 and increasing until ultimate development and occupation. By final build-out and occupation, in December of 1993, the projected cumulative average daily water demand for the development is 1,039,750

gallons per day. Projected water demand for nonpotable uses, such as open space, park, and roadway landscape irrigation, is projected to be 117,000 gallons per day. The proposed potable water distribution system will provide fire flow rates of 750 gallons per minute for single family and other low density residential tracts, and 1,000 gallons per minute for high density residential and commercial tracts.

Several options have been investigated for potable and nonpotable supply for the project. These include water supply from the Williamsburg West Water Treatment Plant, which is owned and operated by Pasco County, and an on-site water supply and treatment system which is operated by the developer. At this time, Pasco County Utilities has no plans to provide water supply and transmission facilities to serve the Northwood project and surrounding vicinity. The Williamsburg West Water Treatment Plant does not appear to be a viable solution at this time. Therefore, on-site facilities are anticipated. The application states that a water supply and treatment facility will be constructed on-site, which requires chlorination treatment only. The initial system will consist of an eight-inch well, chlorination facilities, and a hydropneumatic tank. Additional wells will be brought on-line as the development population increases, and a 50,000 gallon ground storage tank will be constructed.

The application states that the final water supply, treatment, distribution, and construction-sequence plans will require permits from Southwest Florida Water Management District and the Florida Department of Environmental Regulation and must meet state and local design requirements and regulations.

One six-inch well presently exists on-site at the proposed water treatment site and may be used as a nonpotable irrigation water source in the future. The proposed potable water supply wells will be located within the water treatment plant site to include one eight-inch well and three 16-inch wells, all 600 feet deep, having 500-gallon per minute and 1,500-gallon per minute pumping rates each, respectively. Other nonpotable, small diameter and shallow irrigation wells will be located throughout the site.

The proposed water system will ultimately have one 16-inch standby well and standby high surface pumping equipment so that maximum daily demand plus fire flow can be met with the largest pumping unit out of service. Water storage capacity

will accommodate 1,000 gallons per minute fire flow for 120 minutes, plus the maximum daily demand of 2,200 gallons per minute for three hours. Standby generators will also be provided.

Conditions

- a. A utility service agreement shall be entered into between the developer and the County prior to construction drawing approval of the first site or preliminary plan.
- b. A Master Water Supply Plan must be approved by the Development Review Committee prior to the first site of preliminary plan approval.

The plan shall indicate the following.

- (1) Identification of water source.
- (2) Site of water plant and treatment facilities.
- (3) Transmission facilities to be needed.
- (4) The entity to construct these facilities.
- (5) The entity to assume responsibility for plant operation and maintenance.
- (6) Consistency with Pasco County and West Coast Regional Water Supply Authority plans.

9. Wastewater

Findings

A central sewer collection system will be utilized in the Northwood project. It is anticipated that at build-out, 936,000 gallons of wastewater will be generated each day. All flows will be characteristic of domestic wastewater; no industrial wastewater flow is anticipated.

The County currently has no plans to construct a regional wastewater treatment and effluent disposal facility to serve the Northwood project area. Pasco County Utilities has indicated that treatment of Northwood's wastewater flow at the Williamsburg West treatment facility does not appear to be the optimum solution at this time. Therefore, it is anticipated that an on-site wastewater treatment and effluent disposal system will be required.

The entity who will own and operate an on-site collection, treatment, and effluent disposal system is currently not known. If the developer is that entity, a franchise for providing a privately-owned wastewater service would be required.

Prior to any construction, permits must be obtained from the Florida Department of Environmental Regulation for collection and treatment of wastewater.

Conditions

- a. Prior to the approval of the first site or preliminary plan, the County Development Review Committee must receive and approve a Master Wastewater Plan (or Master Utility Plan) which shall identify the following:
 - (1) Location and treatment capacity of proposed plant and type of process.
 - (2) The entity to construct, own, and maintain the on-site and/or off-site treatment plant.
 - (3) The entity to assume responsibility for the operation and maintenance of the on-site facility.
 - (4) The methods and sites of effluent disposal.
 - (5) The location of sludge disposal.
 - (6) Potential for sinkholes and potential for direct discharge into the aquifer. (Also see Condition 4.b.)
 - (7) Consistency with Pasco County wastewater treatment plan.
 - (8) Appropriate buffering from adjacent land uses.
 - (9) Parameters for an on-site ground and surface water quality monitoring program.
- b. If wetlands are permitted to be used for disposal of treated effluent, only the isolated forested wetlands can be used except as approved by DER.
- c. A utility service agreement shall be entered into between the developer and the County prior to construction drawing approval of the first site or preliminary plan.

10. Solid Waste

Findings

Northwood is expected to generate 16.04 tons/day of solid waste at build-out. Pasco County does not provide garbage collection services, but the County does maintain a landfill. A letter is included in the ADA from a private firm, Central Carting, Inc., which commits to providing domestic and construction solid waste removal for the project at all times.

Conditions

- a. Each new preliminary or site plan approval will be contingent upon the developer submitting a letter from the County Landfill Section reflecting that adequate solid waste disposal capacity is available to serve the number of units contained in the plan.

11. Energy

Findings

The Northwood development is expected to generate an electrical demand of 129,940 kilowatt hours per day and 23,658 kilowatts during the peak hours at build-out. Electrical demand will be met by Tampa Electric Company, and the ADA contains a letter indicating their ability to supply the project during all phases of development.

There will be no on-site electrical generating facilities, but auxiliary generators will be utilized for emergency backup of essential services, such as fire flow maintenance as required by state law and sound engineering practices.

Energy conservation is a stated major objective of the planning for Northwood. Considerations in the planning of the development include:

- * Location near major transportation routes to allow uninterrupted home-to-work and business trips,
- * Commercial establishments close to residential areas to reduce automobile mileage and energy consumption and encourage alternative forms of transportation,
- * A good mix of energy efficient housing types,
- * A spine vehicular circulation system which will also reduce internal automobile mileage,
- * Many streets oriented east-west facilitate optimum passive solar orientation of buildings,
- * Sidewalks connecting recreation and residential areas encouraging alternative means of transportation, and
- * All buildings constructed in accordance with the Florida Model Emergency Efficiency Building Code.

Conditions

- a. The energy conservation measures referenced on pages 25-4 and 25-5 of the ADA should be implemented.

12. Transportation

Findings

The Northwood development is proposed for construction within the area bounded on the north by the proposed Saddlebrook Village project, on the south by the new County Line Road, and on the east by C.R. 581. The project will generate 29,565 average daily vehicle trips and 3,449 trips during the peak hour for conditions analyzed. Primary transportation impacts will occur on C.R. 581, I-75, County Line Road, and S.R. 54.

Presently, most roadways in the immediate area of the site are operating at or above an acceptable Level of Service C or D peak hour. There are some roadways in Hillsborough County which are currently congested (Skipper Avenue from Livingstone Road to Bruce Downs Boulevard, Fletcher Avenue from Nebraska Avenue to 56th Street, Bruce Downs Boulevard from Skipper Avenue to Fowler Avenue, and Fowler Avenue from I-75 to Bruce Downs Boulevard); however, all these facilities, except Fowler Avenue, are scheduled for upgrading within the next two years. Transit service is not currently provided near the site.

The revised transportation analysis predicted traffic flows with a new I-75 interchange between the County line and S.R. 54. Such an interchange would predictably alter the roadway volumes of the network. As of this writing, however, the study and construction of this interchange is not programmed. The Master Site Plan of the Northwood project has been changed to provide for an east-west arterial road on its northern boundary which could eventually provide access to this interchange.

The Summary of Impacts (Exhibit B) lists the regional intersections and roadways that would be impacted by this development traffic (without the new I-75 interchange). The roadway improvements needed to maintain an acceptable level of service are indicated in the following conditions.

Conditions

- a. Transportation Improvement Alternatives - The Northwood development will have a substantial negative impact on several regional highway

facilities. Roadway improvements required to mitigate the negative impact of this proposed development on transportation facilities have been identified in the ADA. The two alternatives which follow are measures which are designed to mitigate the negative transportation impact associated with the Northwood DRI. One of these two alternatives must be implemented by the developer.

Alternative I

(1) Funding commitments for the following roadway improvements shall be made by responsible entities before development approval of any portion of Phase 1 will be issued by the County:

- (a) Increase the capacity of C.R. 581 from the County Line Road south to I-75 by constructing one additional northbound and one additional southbound lane to create a four-lane section. [Northwood will contribute 79.9 percent of the existing Level of Service D service volume during the peak hour at the end of Phase I and 132.8 percent at build-out.
- (b) Increase the capacity of Fletcher Avenue from I-275 to Bruce B. Downs Boulevard by constructing one additional eastbound and one additional westbound through lane to create a four-lane section. Northwood will contribute 6.3 percent of the existing Level of Service D service volume during the peak hour at the end of Phase I and 10.6 percent at build-out.
- (c) Provide signalization at the C.R. 581/C.R. 54 intersection when warranted, and other intersection improvements. Northwood will contribute 7.6 percent of the existing Level of Service D service volume during the peak hour at the end of Phase I and 16.8 percent at build-out.
- (d) Provide for intersection improvements at the major site access points on C.R. 581 and County Line Road to allow for the safe and efficient movement of vehicles. These improvements serve Northwood exclusively.

- (e) Increase the capacity of I-75 between Fletcher Avenue and Fowler Avenue by constructing one additional northbound and one additional southbound lane to create a six-lane freeway facility. Northwood will contribute 8.2 percent of the existing Level of Service D capacity during the peak hour at the end of Phase I and 13.2 percent at build-out.
 - (f) Provide signalization at the C.R. 54/I-75 intersection (east side and west side), when warranted. Northwood will continue 10.6 percent of the existing peak hour Level of Service D service volume at the end of Phase I, 24.5 percent at build-out on the east side and 15.9 percent at the end of Phase I, 44.2 percent at build-out on the west side.
- (2) Funding commitments for the following roadway improvements shall be made by Pasco County or other entity before development approval of any portion of Phase II will be issued by the County:
- (a) Improve the capacity of C.R. 54 between I-75 and C.R. 581 by constructing one additional eastbound and one additional westbound lane to create a four-lane, divided arterial. Northwood will contribute 18.8 percent of the existing Level of Service D capacity during the peak hour at build-out.
 - (b) Improve the capacity of C.R. 581 between Skipper Road and the main entrance to Tampa Palms by constructing two additional northbound and two additional southbound lanes to create a six-lane facility. Northwood will contribute 25.6 percent of the existing Level of Service D capacity during the peak hour at build-out.

- (c) Provide signalization at the C.R. 581/I-75 intersection (northbound and southbound), when warranted, and dual left turn lanes eastbound and southbound. Northwood will contribute 5.7 percent of the existing Level of Service D service volume during the peak hour at build-out.
- (d) Improve the capacity of C.R. 581 between County Line Road and I-75 by constructing one additional northbound and one additional southbound lane to create a six-lane facility. Northwood will contribute 132.8 percent of the existing Level of Service D capacity during the peak hour at build-out.
- (e) Improve the capacity of Fletcher Avenue between Bruce B. Downs and I-275 by constructing two additional eastbound and two additional westbound lanes to create a six-lane, divided arterial. Northwood will contribute 10.6 percent of the existing Level of Service D capacity during the peak hour at build-out.
- (f) Improve the capacity of I-4 between Buffalo Avenue and U.S. 301 by constructing one additional eastbound and one additional westbound lane to create a six-lane freeway. Northwood will contribute 5.3 percent of the existing Level of Service D capacity during the peak hour at build-out.
- (g) Improve the capacity of I-4 between U.S. 301 and I-75 by constructing one additional eastbound and one additional westbound lane to create a six-lane freeway. Northwood will contribute 6.1 percent of the existing Level of Service D capacity during the peak hour at build-out.

- (h) Improve the capacity of U.S. 41 between Sunset Lane and Crenshaw Lake Road by constructing one additional northbound and one additional southbound through lane to create a four-lane section. Northwood will contribute 6.6 percent of the existing Level of Service D capacity during the peak hour at build-out.
 - (i) Improve the capacity of I-75 between C.R. 581 and Fletcher Avenue by constructing one additional northbound and one additional southbound through lane to create a six-lane expressway. Northwood will contribute 14.5 percent of the existing Level of Service D capacity during the peak hour at build-out.
 - (j) Improve the capacity of I-75 between Fletcher Avenue and Fowler Avenue by constructing one additional northbound and one additional southbound through lane to create an eight-lane expressway. Northwood will contribute 13.2 percent of the existing Level of Service D capacity during the peak hour at build-out.
 - (k) Provide for intersection improvements at the major site access points on C.R. 581 and County Line Road to allow for the safe and efficient movement of vehicles. These improvements serve Northwood exclusively.
- (3) A revised and updated traffic analysis shall be submitted, pursuant to provisions of Section 380.06, Florida Statutes, prior to any approval of Phase III (the remaining 13.8 acres (212,500 square feet of g.l.a.) of the total 43.8 acres of commercial). Based on the findings of this traffic analysis, after recommendations from Tampa Bay Regional Planning Council, the County shall require funding commitments for those roadway improvements shown to be needed, prior to development approval of any portion of Phase III.

ALTERNATIVE II

- (1) In the event that commitments for transportation improvements are adequate to permit only partial approval of this development, the capacity and loading of transportation facilities in the Northwood transportation area, including, but not limited to, the regional roadways and intersections referenced in Alternative I, shall be limiting factors in any approvals. Accordingly, the developer will generate and provide Pasco County and Tampa Bay Regional Planning Council, pursuant to the provisions of Section 380.06, Florida Statutes, with updated current traffic counts on the above roadways and projections of traffic volumes that will result from the completion of the currently approved project construction, plus that to be generated by the next portion of which the developer is seeking approval. Each updated traffic analysis shall serve to verify the findings of the original DRI traffic analysis findings (referenced in this report in Alternative I) or shall indicate alternate transportation improvements or mechanisms which, when implemented, will maintain the regional roadways at a satisfactory Level of Service, daily Level of Service C, D at peak hours. Both the traffic counts and the projection of traffic volume shall be prepared consistent with generally accepted traffic engineering practices and the original ADA. Upon obtaining written recommendations from Tampa Bay Regional Planning Council staff, and prior to any specific preliminary or site plan approval, Pasco County or its designee shall ensure, in written findings of fact, that the above roadways and intersections are operating at or above an average daily Level of Service C, D at peak hours, and that the expected trips to be generated by such approval would not cause the roadways to operate below an average daily Level of Service C, D at peak hours.

b. General Conditions

(1) A North I-75 Corridor Transportation Improvements Plan (N-75TIP) shall be developed by Pasco County and/or TBRPC pursuant to mutual agreement. The development of this plan shall be initiated prior to the issuance of any building permits for Phase II and shall include, but not be limited to, the following parameters:

- (a) Identification of the study area boundaries.
- (b) The regionally significant roadways which shall be included in the focus of the transportation plan, as well as identification of additional roadways to be constructed within the study area.
- (c) The existing, approved, and projected development to be included within the plan.
- (d) The manner by which the traffic impact of existing development will be documented and assessed.
- (e) The manner by which the traffic impact of approved and projected development will be documented and assessed.
- (f) The procedures by which mass transit shall be studied as a viable alternative to alleviate overburdening of the roadways.
- (g) Identification of specific construction implementation goals, such as right-of-way acquisition and implementation of additional north/south and east/west corridors designed to coincide with transportation improvement needs generated by each phase completion for projects approved within the study area.
- (h) Funding mechanisms for the improvements identified.

The developer may satisfy this condition by making a fair share contribution of the cost of this study to Pasco County. The amount and time of contribution shall be determined by Pasco County upon completion of the new Pasco County Future Land Use Plan and the determination of the limits of the N-75TIP study boundaries; in no case shall building per-

mits be issued beyond Phase I until such time as the fair share contribution is made by the Northwood developer. In the event the developer wishes to satisfy this condition prior to the above timing schedule, the developer may make a contribution to Pasco County of One Dollar (\$1.00) per external trip generated by this development (\$29,565).

- (2) The developer shall make a field survey of the external trips generated by this development every two years after the issuance of certificates of occupancy for the first 500 dwelling units. This survey shall indicate the external number of trips, trip length, and trip assignment on the road network. The results of the surveys shall be included in the required annual reports and the above-required traffic analysis required in Condition 12.a., Alternative II.
- (3) As part of each annual report, the developer shall document his efforts to utilize TSM and mass transit opportunities to reduce the impact of this project on regional roadways and shall provide a letter of concurrence from the nearest appropriate transit authority.
- (4) The developer shall reserve sufficient land (as determined by the County Engineer after consultation with FDOT) for dedication along the project's northern boundary to accommodate one-half of a six-lane, divided, arterial roadway. The developer shall be responsible for the design and construction of the southern two lanes of this divided roadway extending west from C.R. 581. Construction of this roadway shall be completed prior to the completion of construction of the new I-75 interchange proposed west of the project.

The obligation of construction of this roadway shall not preclude the developer's right to seek consideration for credit therefor under any future transportation impact fee ordinance.

The developer shall dedicate said right-of-way within one hundred twenty (120) days after written notification from the Board of County Commissioners.

13. Recreation

Findings

The revised Master Development Plan for Northwood designates 404 acres, or 38%, of the total site for recreational and open space uses. All but 25 acres of this will be designated conservation or preservation; 21 acres is for public parkland, a 4-acre parcel is for a private park facility. Not calculated in these figures are smaller private active recreational facilities to be constructed within the multifamily components. The Master Plan outlines 130.2 acres of conservation land along Cypress Creek and the upland public park to be utilized as passive parkland. The developer has indicated his desire to dedicate the recreation and open space to the County and/or other appropriate public agency. Southwest Florida Water Management District has indicated their willingness to own some or all of these lands for conservation (see Wetlands). Those areas not dedicated to the public will be owned and maintained by a homeowners' association.

Conditions

- a. See Condition 2.d., Wetlands.
- b. The developer shall reserve the areas shown as park and parkland on the Master Development Plan and dedicate said areas within six months after receiving a request for dedication from the Board of County Commissioners. The developer shall also provide an access easement of fifty feet (50') in width from the park site through the proposed school site to the nearest internal collector road. The location of this access easement shall be such as not to impair the future use of the proposed school site. The dedication of such areas shall coincide with the development of this site as a County park or shall be dedicated no later than June 1, 1992. The developer shall be responsible for the construction of a vehicular access road from the nearest internal collector road to the park site, which will include a crossing of Cypress Creek. This access road shall be built within twelve (12) months from the date of the park dedication. The access road and crossing shall be designed and constructed to allow for the anticipated park uses; said design standards are to be approved by the County Engineer, with a minimum standard that would allow for auto and light truck traffic. In addition, the developer shall comply with the subdivision regulations of a fifty dollar (\$50.00) per unit park improvement donation.

The four (4) acre recreation site, as shown on the Master Development Plan, shall be developed as a private recreation facility with ownership and maintenance responsibility that of the developer or an appropriate homeowners' association.

14. Educational Facilities

Findings

It is estimated that 1,122 school age children will live in the 3,000 residences of Northwood, based on the average of 0.33 children/housing unit. The District School Board of Pasco County, in a letter included in the ADA, states that some of the closest schools are presently at full capacity and, subsequently, requested that a school site of 15 acres be set aside to serve the Northwood site. The revised Master Development Plan indicates a 15-acre site for a school.

Conditions

- a. Prior to the first site or preliminary plan approval, the developer shall submit to the County proof that there are adequate educational facilities (as determined by the Superintendent of Schools) within an acceptable distance from this development to handle the expected number of students who will live in this development. As an alternative to the preceding sentence, the developer may donate the 15-acre school site to the Pasco County District School Board to help offset some of the adverse impacts to the educational facilities generated by this development.

15. Health Care

Findings

There are no health care facilities planned for the Northwood site. It is anticipated that potential tenants of the retail/commercial space will include health care professionals and possibly an emergency medical clinic.

The closest full service health care facility is University Community Hospital, located 18 miles south of the proposed development. The current EMS response time to the site is at least 15 minutes. The applicant states that a fire/EMS station is to be built at Williamsburg West, at which time response time will be less than one minute.

A letter from the Pasco County Emergency Services Department, however, indicates a need for an EMS unit in the immediate area of the development.

The applicant has not indicated the intent to cooperate in providing EMS to the project. It is, therefore, an appropriate Development Order condition that the developer participate in the provision of adequate EMS capacity to serve the project.

Conditions

- a. Prior to the first site or preliminary plan, the developer shall submit to the County proof that adequate EMS/Fire Protection service and response time is currently available (as determined by the E.S.D. Director) within a distance of this development which allows an acceptable response time. As an alternative to the preceding sentence, the developer shall donate to the County \$45.00 per dwelling unit and \$190.00 per 1,000 square feet of gross leasable area of commercial for public safety facilities and equipment. This rate shall remain until such time as the County establishes such impact fees. These funds shall be donated prior to approval of the record plat or the final site construction drawings (multifamily/commercial) used for the issuance of building permits.

16. Fire Protection

Findings

Fire protection for the Northwood development will be provided by Pasco County. A letter from the Pasco County Emergency Services Department indicates that, at present, the closest fire station is approximately 5.5 miles away, at Pasco Road and Sunset Boulevard. Response time would be approximately 6-9 minutes. Additional equipment and personnel are available from other stations, with a response time of 12-15 minutes. The letter further states that a fire station with a Class A pumper will be needed in the project area in order to maintain the quality of service and retain the Insurance Service Office's Class 6 rating.

The applicant intends to provide an adequate water distribution system to provide supply and fire flow rates to meet the requirements of Pasco County. The applicant further states that a fire station site has been reserved at Williamsburg West, but not yet dedicated to Pasco County. The cost of constructing and equipping the fire station will be approximately \$220,000.

Conditions

- a. (See Condition 15.A, Health Care.)

17. Police Protection

Findings

Police protection will be provided by the Pasco County Sheriff's Department. No on-site police security is proposed except within the commercial sectors where individual business owners may install and employ private security protection.

Conditions

- a. None.

18. Housing

Findings

The Northwood development will include 3,000 dwelling units (townhouses, zero lot line/patio homes, and single family detached homes) ranging in price from \$40,000 to \$79,999 (1986 constant dollars assuming a 5% annual inflation rate). Overall net residential density is calculated to be 5.94 units/acre. The apartment and commercial tracts will be sold to other developers. Most lots will be sold to individuals with residential units constructed by U.S. Home. Some lots and tracts will be developed by U.S. Home for sale to other builders. The housing mix is designed to appeal to a broad cross-section of first-time home buyers with smaller percentages of retirees and empty-nesters. The marketing effort will be directed primarily to residents of the region or those already planning to move to the region. Through continued market analysis after development begins, the housing mix will be adjusted to more efficiently respond to changing tastes and needs.

Conditions

- a. None.

19. Economy

Findings

Construction expenditures are estimated to be \$201,607,860 in the Tampa Bay Region over an eight year development period and will give construction employment to an average 670 workers yearly. The development is expected to generate permanent employment for 1,698 permanent workers at an estimated annual payroll of \$22 million. It is expected that 90%-95% of the permanent work force will come from the local market and be employed in the commercial portion of the development. (These figures are based on the original development figures of 3,400 dwelling units, 250,000 square feet of office space, and 300,000 square feet of commercial space.)

The land is not currently used for agricultural or forestry use, only intermittent grazing. Therefore, there will be no loss of crop yields or timber resources.

It is estimated that the annual ad valorem tax yield will be \$2,604,215. No estimate of capital improvements costs needed to accommodate this development was provided.

Conditions

- a. None.

C. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

1. The Northwood DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed in ADA;
2. The development is consistent with local land development regulations;
3. The development is consistent with the report and recommendations of the Regional Planning Agencies.
4. The development is not in an area of critical state concern.

D. General Conditions Restricting Development

1. Development of the area embraced by the ADA shall be governed by the standards and procedural provisions of adopted comprehensive plans, elements thereof, and land development regulations.
2. Construction of all improvements shall be governed by applicable County building, plumbing, electrical, energy, and other codes or regulations.
3. Installation of public facilities shall conform to regulations established in County codes or ordinances establishing such regulations.
4. All of the developer's commitments set forth in the ADA and summarized in the final report by TBRPC shall be honored by the developer, except for those commitments which have been superceded by specific terms of this Development Order.

E. Monitoring Procedures

1. Monitoring of this development shall be at the time of the Annual Report submittal and during review of development approvals. The local official responsible for monitoring the Northwood Development of Regional Impact shall be the County Administrator or his designee.

F. Duration

1. This development order shall take effect on October 8, 1985.

2. The duration of the Development Order shall be a period of ten (10) years, provided that the effective period may be extended by the Board upon a showing of good cause. If the development does not commence within three (3) years of the date of adoption, the County may deem this as noncompliance of the Development Order and, thus, a substantial deviation.
3. The County agrees that the approved Development of Regional Impact shall not be subject to down-zoning, unit density reduction, or intensity reduction for three (3) years from the date of adoption, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the Development Order have occurred, or that the Development Order was based on substantially inaccurate information provided by the developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

G. Annual Report

1. U.S. Home Corporation shall provide an annual report to the official responsible for monitoring the DRI, the Tampa Bay Regional Planning Council, and the state land planning agency on October 8th of each year during the term of the development order. The report shall include, at a minimum, the following information:
 - a. Any changes in the proposed plan of development;
 - b. Description of the development activities which have occurred over the previous year, including a summary of the number, type, and location of residential units and commercial structures;
 - c. A description of development activity proposed for the next year;
 - d. A statement setting forth names and addresses of any assignees or successors in interest to this development order.
 - e. The field surveys of external trips generated and documentation of the developer's efforts to utilize TSM and mass transit as required in Conditions 12.b.2. and 3.

H. Amendment/Substantial Deviations

All proposed substantial and material changes to a Development of Regional Impact for which a development order has been approved shall be submitted to the Board of County Commissioners for a substantial deviation determination prior to implementation of such changes by the developer. As used in this paragraph, the term substantial deviation shall have the same meaning as provided in Chapter 380, Florida Statutes.

Prior to amending any provision in this development or issuing any substantial deviation determination, the County shall provide Tampa Bay Regional Planning Council with reasonable notice of its intent to consider such an amendment. Such notice shall be reasonably calculated to permit

Tampa Bay Regional Planning Council to appear at the public hearing or present written comments on the proposed change prior to the effective date of the amendment or change.

I. Effect of Development Order/ADA

1. The requirements of and conditions imposed by this development order shall constitute regulations or restrictions which restrict the development of the property described in Exhibit "A" attached hereto. Following the adoption of this Development Order, all plans for development on the referenced property shall be consistent with the conditions and restrictions recited in this Development Order. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.
2. All development of the property subject to this Development Order shall substantially conform to the ADA filed by U.S. Home Corporation, unless otherwise modified by the provisions of this Development Order. Said ADA is attached hereto as Exhibit "C".

J. Miscellaneous Provisions

1. A Notice of Adoption of this Resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), Florida Statutes, and the Development Order contained herein shall govern the development of the Northwood DRI.
2. The County Attorney is hereby authorized and directed to cause a certified copy hereof to be served on the State Land Planning Agency, the Tampa Bay Regional Planning Council, and upon attorneys of record in these proceedings for U.S. Home Corporation.
3. Funds collected from fees imposed under this Development Order shall be placed in separate trust accounts for each type of capital improvement for which the fee was collected, including education facilities and public safety facilities. Thereafter monies collected shall be used solely for the expansion of such capital improvements necessitated by the impacts of the development approved in the Development Order.

K. Severability

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of the Resolution shall be construed as not having contained said section, subsection, sentence, clause, or provision, and shall not be affected by such holding.

DONE AND RESOLVED this 8th day of Oct, 1985.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

(SEAL)

BY:

Allan G. Safranek, Jr.
ALLAN G. SAFRANEK, JR., CHAIRMAN

ATTEST:

Jed Pittman

By: Jed Pittman, Clerk
Jed Pittman, Clerk

APPROVED AS TO LEGAL FORM & CONTENT
Office of the County Attorney

P. J. Small

Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W $\frac{1}{4}$) thereof, and less and except the right-of-way for County Road 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for County Road 581 and County Road 582, Pasco County, Florida.

DEVELOPMENT PHASING:	PHASE I 1986-1989	PHASE II 1990-1993	PHASE III 1990-1993
Residential:	1500 Units	1400 Units	
Commercial:	15 Acres	15 Acres	10.3 Acres
	(175,000 g.l.a.)	(175,000 g.l.a.)	(137,500 g.l.a.)

NOTE - The proposed project is proposed over an eight year build-out and was phased for DRI review purposes only.

TOTAL DEVELOPMENT AREA:	1084.5 Acres
ESTIMATED PROJECT CONSTRUCTION EXPENDITURES:	\$297.9 Million
ESTIMATED CUMULATIVE AD VALOREM TAX YIELD AT BUILD-OUT:	\$2,604,215
PROJECTED WATER DEMAND AT BUILD-OUT:	1,040,000 gallons per day (GPD)
PROJECTED WASTEWATER FLOWS AT BUILD-OUT:	935,774 GPD
PROJECTED SOLID WASTE GENERATED AT BUILD-OUT:	16.04 Tons/Day
PROJECTED ENERGY REQUIREMENTS AT BUILD-OUT:	Daily 129,940 KWH Peak Hour 23,658 KW
PROJECTED POPULATION AT BUILD-OUT:	10,200
PRIMARY TRANSPORTATION NETWORK:	CR 581, County Line Road, SR 54, 10th Street, Fletcher Avenue, I-75

A. INTERSECTIONS	LOS (EXISTING & CONSTRUCTION FUNDING)	LOS AT BUILD-OUT*	AT BUILD-OUT, DEVELOPMENT TRAFFIC AS % OF EXISTING LEVEL OF SERVICE & PEAK HOUR CAPACITY**
CR 581/SR 54	B	E	16.3
SR 54/I-75 NB of Ramp	A	E	24.5
SR 54/I-75 SB off Ramp	A	E	36.7
CR 581/I-75	B	E	5.7
US 41/Sunsec Lane	A	E	4.2
CR 581/Skipper	C	D	5.7
Nebraska/Fletcher	E	E	4.6

* Assumes no improvements

** Based on the assumption of a fully-actuated signal at intersection for existing conditions.

Source: ES&J, Inc. 1985

B. LOCATION	LOS (EXISTING)	LOS AT BUILD-OUT	AT BUILD-OUT, DEVELOPMENT TRAFFIC AS % OF EXISTING LEVEL OF SERVICE & PEAK HOUR CAPACITY**
<u>Road Segment</u>			
CR 581			
- County Line Road to I-75	A	F	132.3
- Tampa Palms to Bruce B. Downs Blvd	A	F	25.6
I-75			
- CR 581 to Fletcher	N/A	F	14.5
- Fletcher to Fowler	N/A	F	11.2
SR 54			
- I-75 to CR 581	A	F	19.3
US 41			
- Sunsec Lane to Crenshaw Lane Road	C	F	6.6
I-4			
- Buffalo Avenue to US 301	F	E	5.3
- US 301 to I-75	D	E	5.1
Fletcher Avenue			
- Bruce B. Downs Blvd to I-275	F	F	10.6

* Based on expanded traffic levels for Northwood and including proposed and approved developments traffic. Does not account for new east-west arterial on Northwood's north boundary.

EXTERNAL TRIPS AT BUILD-OUT:	29,565 Average Daily Trips 3,449 Peak Hour
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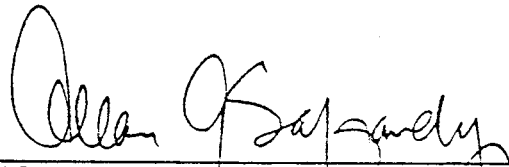
NOTICE OF ADOPTION OF DEVELOPMENT ORDER

NORTHWOOD DRI

Pursuant to Section 380.06(14)(d), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 86-17, dated October 8, 1985, has adopted a Development Order for the Development of Regional Impact known as Northwood. A legal description of the property covered and the Development Order may be examined upon request at the Office of the Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

The above referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A".

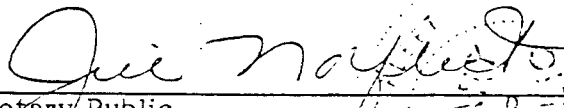
The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in Exhibit "A" nor actual nor constructive notice of any of the same under the authority of Section 380.06(14)(d), Florida Statutes.

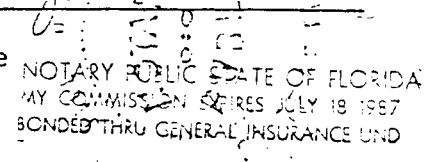


ALLAN G. SAFRANEK, JR., Chairman
Board of County Commissioners

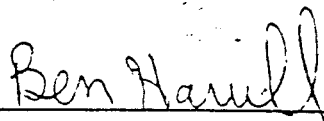
State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 8th day of October, 1985.



Notary Public
State of Florida at Large
My Commission Expires: 

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney



Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

All of Section 35, Township 26 South, Range 19 East, less and except the West quarter (W $\frac{1}{4}$) thereof, and less and except the right-of-way for County Road 582; and all of Section 36, Township 26 South, Range 19 East, less and except the right-of-way for County Road 581 and County Road 582, Pasco County, Florida.