#163

PASCO COUNTY, FLORIDA

"Bringing Opportunities Home"

WEST PASCO GOVERNMENT CENTER
ZONING & SITE DEVELOPMENT DEPARTMENT
7530 LITTLE ROAD, SUITE 230
NEW PORT RICHEY, FL 34654
TELEPHONE: (727) 847-8132
FAX: (727) 815-7000
crosenberg@pascocountyfl.net

April 5, 2012

L.A. Woodworth, Jr.
PO Box 789
San Antonio, FL 33576

RE: Cannon Ranch (Bella Verde) DRI # 163
HB7207 Plan Extension

Dear Mr. Woodworth:

Zoning and Site Development Department is in receipt of your application dated December 29, 2011 formally requesting the four year extension to the Preliminary / Construction Plans.

Staff has reviewed and approved the applicable extensions. In addition, staff will be issuing a new Concurrency Certificate (see attached) reflecting the extensions requested as they pertain to the Development Order and Development Agreement respectively. Preliminary / Construction Plans extensions are presented in Table 1 (see attached).

These extensions are granted pursuant to Chapter 2011-139, Laws of Florida (HB 7207), and the Pasco County Board of County Commissioners' good faith interpretation of HB 7207. By accepting this extension, the applicant acknowledges that there are portions of HB 7207 that are ambiguous, and that there are contrary interpretations of HB 7207. Accordingly, by accepting this extension, the applicant agrees to hold Pasco County harmless in the event a court of competent jurisdiction determines that the extension granted by Pasco County was not legally granted.

Please contact me with any questions at akhalil@pascocountyfl.net or at 727-847-8132.

Sincerely,

Ahsan Khalil
Transportation Planner II

cc: File

Table 1

Preliminary / Construction Plans	Approval Reference	Date of Approval	Extension Date
Road "A" (North / Loop Road)	DR07-1014	April 22, 2007	April 22, 2017
Road "B" (West Road)	DR07-1015	April 22, 2007	April 22, 2017
Road "C" (South Road)	DR07-1271	April 22, 2007	April 22, 2017
Road "D" (East Road)	DR07-1553	April 22, 2007	April 22, 2017
Road 'E" (Clinton Ave. Extension)	DR07-1009	March 15, 2007	March 15, 2017
Parcel 2 (SF Residential)	DR07-986	July 28, 2005	July 28, 2015
Parcel 3 (SF Residential)	DR07-981	July 28, 2005	July 28, 2015
Parcel 4 (SF Residential)	DR07-987	July 28, 2005	July 28, 2015
Parcel 5A2 (SF Residential)	DR05-2362	August 25, 2005	August 25, 2015
Parcel 5B2 (SF Residential)	DR07-989	July 28, 2005	July 28, 2015
Parcel 6 (SF Residential)	DR07-988	July 28, 2005	July 28, 2015
Parcel 7 (SF Residential)	DR07-990	July 28, 2005	July 28, 2015
Golf Course Grading Plans	DR05-1506	May 26, 2005	May 26, 2015
Parcel 8, 11and 18 (Mass Grading)	SDU07-028	January 10, 2008	Ineligible (withdrawn / No Approval
Utility Department Approvals			
Offsite Water in SR 52	768-51CW00-259.08	7/16/2007	Ineligible. Contact Utilities Dept. for further clarification
Offsite Wastewater in SR 52	846-61CS00-259.08	7/16/2007	Ineligible. Contact Utilities Dept. for further clarification

INITIAL CERTIFICATE OF CAPACITY

REQUIRED FOR DRIs, REZONINGS, PRELIMINARY SITE PLANS, PRELIMINARY PLANS, NONRESIDENTIAL SUBDIVISION, RESIDENTIAL SUBDIVISION INTO MORE THAN ONE DWELLING UNIT PER LOT, AND PUBLIC SCHOOL COMPREHENSIVE PLAN CONSISTENCY REVIEW

To Be Completed By Department Responsible for Approval Sought; Completed Certificate Must Be Attached to the Agenda Item and Approval Document

Completed Application Received On (Date): 4/3/2011 Certificate Form Completed By : AK

Parcel I.D. #'s: N/A Multiple (attach survey if project includes portion of parcel)

Project Name: Cannon Ranch DRI Subdivision Name: N/A

TAZ No.: TAZ Map Version: GIS Map Pages

Applicant Name, Address, and Telephone Number: L.A. Woodworth, Jr. P.O. Box 789, San Antonio, FL 33576; 813-335-1518

Job Site Address: N/A

Project has direct connection (See 402.5.C.5.A) to following collectors/arterials:
SR 52

Aggregated with another project? (See 402.5.C.5.B) ____Yes __x__ No (If yes, identify project name and I.D. No. ____)

Prior building(s) on or after January 1, 1985? ____ Yes _x___ No (If yes, identify use and units/sq. ft. ____)

Approval Sought (Check all that apply):

- ____ DRI
- ____ Rezoning
- ____ Preliminary Plan
- ____ Preliminary Site Plan
- ____ 306 Day Extension– Governor's Emergency Order Numbers 11-128, 11-172 and 11-202
- ____ Nonresidential Subdivision
- ____ Residential Subdivision into More than One Dwelling Unit Per Lot
- ____ Public School Comprehensive Plan Consistency Review
- __x__ HB7207 Extension

TYPE OF DEVELOPMENT

(Use TIS Exhibits for land use description and units of measurement, and if not on Exhibits, use ITE land use codes and description)
(If not restricted by applicant, use maximum allowed by requested (rezoning or DRI) or approved (other approvals) zoning or land use, whichever is less)

Residential				Nonresidential				
_____	Single Family	D.U.	_____	Specific Use:		/	_____	sq. ft.
_____	Mobile Home Park	D.U.	_____			/	_____	sq. ft.
_____	Congregate Care Facility	D.U.	_____			/	_____	(specify unit)
_____	Apartments	D.U.	_____					
_____	Low-Rise Condo/Townhouse	D.U.	_____	Storage/ Display Area		/	_____	sq. ft.
_____	Hi-Rise Condominium (3 or more stories)	D.U.	_____					
_____	Other Residential _____	D.U.	_____					

EXEMPTIONS AND LIMITED EXEMPTIONS (Requires Authorized Signature)

***EXEMPTIONS** (See 402.6 and Concurrency Applicability):

A. ALL FACILITIES

- _____ Approved school consistency review or preliminary/construction plan prior to December 1, 2006
- _____ Complete application prior to December 1, 2006 (apply old 402 and TIS Guidelines)
- _____ Unexpired Certificate of Level of Service Compliance
- _____ Unexpired DRI approved prior to April 9, 1991
- _____ Unexpired Initial Certificate of Capacity

B. ROADS ONLY

- _____ Unexpired DRI applied for or approved prior to December 1, 2006
- _____ Unexpired Traffic Study completed after June 4, 1999
- _____ Unexpired approved Traffic Study Methodology prior to December 1, 2006 (apply old TIS Guidelines)
- _____ Unexpired approved Development Agreement exempt from transportation concurrency

Exemption Expires On: **See Page2 for applicable extensions**
Exemption Revoked On: N/A

Authorized Growth Management Signature (required for roads only)

***LIMITED EXEMPTIONS** (See 402.7; requires signature from County Administrator or his designee):

- _____ Public School or School Required for School Concurrency
- _____ Governmental Building or Use
- _____ Target Business (requires letter from PEDC)
- _____ EC Preferred Industrial Uses and Corporate Business Park
- _____ Affordable Housing (requires letter from Community Development)
- _____ TND Development

Exemptions (check all that apply):

- _____ Impact Fees or Interlocal Agreement As Proportionate Share (Roads Only)
- _____ Traffic Study Waiver (Roads Only)
- _____ 3 years committed capacity vs. 1 yr. (Roads Only)
- _____ Extension of Certificate w/o Additional Review
- _____ Other (requires CAO approval)

Authorized Signature

ISSUANCE DATE: 4-2-2012
(Use date of final zoning/development order approval)

Ihsan Khalil
Authorized Signature

EXPIRATION (See 402.3.A):

All Facilities (other than roads): Certificate of Capacity Expires (or subject to additional review) On: _____(6 yrs. from issuance) Revoked On: _____ Relinquished On: _____

Roads: Certificate of Capacity Expires (or subject to additional review) On: **12/31/2014** Revoked On: _____ Relinquished On: _____

*Completed Certificate of Capacity with limited exemptions or with exemptions for which no prior certificate of capacity has been issued must be distributed to the following: 1) Growth Management Administrator; 2) Engineering Services Director; 3) Parks and Recreation Director; 4) Transportation Manager; 5) Development Director; 6) MPO Transportation Planning Coordinator; 7) Assistant County Administrator for Development Services; 8) Assistant County Administrator for Utilities Services; 9) OMB Director; and 10) BCC as a noted item on agenda, excluding 3) and 8) if exemption is for roads only.

CONCURRENCY REVIEW

(To Be Completed by Department Listed Below Only; Leave Blank if a 402.6 Exemption Applies)

Comp. Plan Elements	Meets LOS Std. Yes	Meets LOS Std. No	Conditional Approval (attach conditions of approval)	Review Standards
Roads (Growth Management)	x		x	LDC 402.5, Transportation Element 2.4.1 and TIS Guidelines
Water/Water Supply (Utilities)				LDC 402.4.A and Public Facilities Element 1.1 and 1.3
Sewer (Utilities)				LDC 402.4.A and Public Facilities Element 3.1
Parks/Recreation (Parks)				LDC 402.4.B and Recreation and Open Space Element 1.1
Solid Waste (Utilities)				LDC 402.4.A and Public Facilities Element 4.1
Mass Transit (Public Transportation)				LDC 402.4.A and Transportation Element 5.1

Reviewed by: Ahsan Khalil

Transportation Planner II
Title

Authorized Signature: Ahsan Khalil

3/27/2012
Date

This extension for the Initial Certificate of Capacity is being issued based on HB 7207 and Resolution 11-301 (approved by the Board of County Commissioners on July 26, 2011):

The following are the extensions that were approved:

Document	Section	Current Deadline	Extended Deadline
DO	DO Section V.B. Page 15 Development Order Expiration / Prohibition Against Downzoning	4/18/2015	4/18/2019
DO	DO Section V.F. Page 15 Buildout Date	12/31/2010	12/31/2014
DA	Section H.4.b. Page 25 Post Bond for Phase I	3/23/2009	3/23/2013
DA	Section H.4.b. Page 25 Post Bond for Phase IIA & IIB	12/31/2012	12/31/2016
	Section H.7.c. Page 26 Concurrency Satisfied	12/31/2017	12/31/2021
	Section H.7.c. Page 27 Loop Construction	12/31/2016	12/31/2020

REVISED EXHIBIT C
(Revised August 27, 2008)
Proposed Bella Verde Transportation Mitigation Schedule

Improvement	Start	End	Dwelling Unit/Plat
1. Revise Pipeline Project approved plans to provide for phasing and: • Phase I add third lane (EB free-flow lane) from NB ramp terminal to McKendree and dual left turn lanes/tapers WB SR 52 to SB McKendree Road, and interim improvements as described on Exhibit D-1. • Phase II revise Pipeline Project as described on Exhibit D-2	11/30/2012 ~~11/30/2008~~ 9/30/2013 ~~09/30/2009~~	8/31/2013 ~~08/31/2009~~ 3/31/2014 ~~03/31/2010~~	Prior to 1st Plat beyond Initial Increment [1]
2. Complete ROW acquisition between Bayou Branch and I-75 NB ramps.	Ongoing	12/31/2014 ~~12/31/2010~~	Prior to 1st Plat beyond Initial Increment [1]
3. Construct Phase I of Pipeline Project as described and shown on Exhibit D-1.	12/31/2015 ~~12/31/2011~~	12/31/2016 ~~12/31/2012~~	Prior to 1st Plat beyond Initial Increment [1]
4. Construct Phase IIA of Pipeline Project as described and shown on Exhibit D-2.	---	Note[2]	2000[2]
5. Elect to construct the Loop per H.7	---	Note[3]	2000

REVISED EXHIBIT C
(Revised August 27, 2008)
Proposed Bella Verde Transportation Mitigation Schedule

Improvement	Start	End	Dwelling Unit/Plat
6. Construct Phase IIB of the Clinton Avenue Extension as a 4-lane divided suburban section with stormwater facilities, wetland mitigation and floodplain compensation for 6-lanes between North/Loop Road and Curley Road as described in Exhibit D-3, unless Item 5 election is made by Developer.	---	Note[4]	3600[4]

Notes:

1. Initial Increment of Bella Verde development is 658 nonrestricted single-family dwellings, 150,000 gross leasable square feet of retail, and an 18-hole golf course, or the equivalent in p.m. peak-hour trip ends (ref. Cannon Ranch DRI DO Res. 04-267, Condition IV.M.3.a).

2. Phase II A of Pipeline Project will be constructed when Pasco County completes its necessary improvement connecting to Curley Road, or prior to the platting of the 1,300th residential unit, or the equivalent in p.m. peak-hour trip ends inclusive of the Initial Increment, whichever occurs first.

3. Prior to December 31, ~~2016.~~ 2020

4. Concurrent with the record platting of the 3,600th single family residential unit or equivalent in p.m. peak hour trip ends, or County's completion of construction of Extension east of Curley Road (CR 577) or December 31, ~~2017,~~ whichever occurs first.
2021

#163

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 8809
RETURN RECEIPT REQUESTED

September 25, 2008

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

RE: Cannon Ranch – Development of Regional Impact #163
Amended and Restated Development Agreement

Dear Mr. McDaniel:

Enclosed please find one copy of the recorded Cannon Ranch Development of Regional Impact #163 Amended and Restated Development Agreement, which is hereby rendered in accordance with Section 163.3239, Florida Statutes. This agreement was approved by the Pasco County Board of County Commissioners on September 23, 2008 and was recorded in the public records of Pasco County on September 24, 2008.

Sincerely,

Dawn Sutton
Planner I
Growth Management Department

DS/ds

Enclosure

cc: Kent Fast, Florida Department of Transportation, 11202 N. McKinley Dr. Tampa, Fl 33612
Keith Bricklemyer, Bricklemyer Smolker & Bolves P.A., 500 East Kennedy Blvd., Suite 200, Tampa, Fl 33602

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



2008139407

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND CANNON RANCH, LLC; NEW CITIES LAND COMPANY, INC.; BATES PROPERTIES, INC.; DAD PROPERTIES, LLC; BELLA VERDE EAST COMMUNITY DEVELOPMENT DISTRICT; BELLA VERDE GOLF CDD; BELLA VERDE LAKE CDD; AND CANNON RANCH CO-TENANCY; FOR CANNON RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 163

Rcpt: 1205087 Rec: 715.50
DS: 0.00 IT: 0.00
09/24/08 _____ Dpty Clerk

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and New Cities Land Company, Inc., a California corporation; Bates Properties, Inc., a California corporation; DAD Properties, LLC, a Florida limited liability company; Cannon Ranch, LLC, a California limited liability company; Bella Verde East Community Development District (CDD); Bella Verde Golf CDD; Bella Verde Lake CDD; and Cannon Ranch Co-Tenancy, collectively referred to herein as "Owners" of which Cannon Ranch, LLC, is designated as the "DEVELOPER."

JED PITTMAN, PASCO COUNTY CLERK
09/24/08 02:10pm 1 of 84
OR BK 7932 PG 440

WITNESSETH:

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

WHEREAS, on March 20, 2001, Pasco County approved a Restated and Amended Development Order (DO), approving, with conditions, the Cannon Ranch Development of Regional Impact (DRI) No. 163 (hereinafter Amended DO) in response to a Notice of Proposed Change (NOPC) for DRI No. 163 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto, and incorporated herein by reference (hereinafter the Project); and

BCC
SEP 2 4 2008
APPROVED

WHEREAS, the Developer has agreed to modify the entitlements for the Project to those set out in Exhibit H attached hereto and made a part hereof; which appear to lessen the impact on public facilities including but not limited to transportation; and

WHEREAS, on September 8, 2004, Pasco County approved a Second Restated and Amended DO modifying the Amended DO for the Project (Resolution No. 04-267, the "Second Amended DO") and approved the associated DA; and

WHEREAS, Exhibit G, attached to the Second Amended DO, and attached hereto as Exhibit F, 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 results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, the County has evaluated more recent transportation analyses to adjust the proportionate share for concurrency purposes based on pending or approved Development's of Regional Impact of a similar nature; and the County agrees to support conforming amendments to the Second Amended DO; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code (FAC), allows the DEVELOPER and the COUNTY to mutually elect one (1) 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 the Second Amended DO Exhibit G; and

WHEREAS, Rule 9J-2.0255, FAC, allows the DEVELOPER'S proportionate-share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in the Second Amended DO Exhibit G; and

WHEREAS, Condition IV.M.1 of the Second Amended DO establishes the amount of Two Million Four Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight and 00/100 Dollars ($2,477,888.00) (in Year 2001 dollars) as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build-out of the Project and requires the DEVELOPER to construct the S.R. 52 Pipeline Project as described in

this Agreement and to pay an allocable portion of the Two Million Four Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight and 00/100 Dollars ($2,477,888.00) proportionate-share cost in the amount of One Million Seven Hundred Fifty-Seven Thousand Six Hundred Thirty-Six and 00/100 Dollars ($1,757,636.00) (in Year 2001 dollars), as adjusted using the cost-multiplier index of the COUNTY Transportation Impact Fee (TIF) Ordinance to recalculate the amount to the current-day dollar amount when payment is made to mitigate the Project's impacts to I-75 (the I-75 Share); and

WHEREAS, Condition IV.M.3.b.(3) of the Second Amended DO and this DA sets forth a schedule for completion of all phases of the Pipeline Project and for payment of the I-75 Share; and

WHEREAS, the County and the DEVELOPER have agreed to amend the DA as set out below:

1) deleting the requirement to extend a second (outside) westbound, through-lane west of the I-75 interchange;
2) describing the S.R. 52 improvements to be in accordance with the FDOT State Environmental Impact Report (SEIR) Study;
3) revising Exhibit B-1 to include B-1A, B-1B and B-1C, and to change the limits of the type of road improvements to be provided along S.R. 52;
4) revising Exhibits C and D to add additional required improvements and to revise the schedule for right-of-way acquisition, construction commencement, and construction completion for all improvements;
5) deleting Exhibit B-2, which was the detail sheet for construction of improvements west of the I-75 interchange;
6) clarifying impact fee credits for the Pipeline Project;
7) amending the DA to reflect the need for rights-of-way acquisition for a portion of the Pipeline Project from a four (4) lane construction to six (6) lanes;
8) amending the DA to specify the DEVELOPER'S obligation to pay for the cost for the additional rights-of-way needed for the four (4) lanes to six (6) lanes construction;

9) requiring the Developer to acquire right-of-way for and construct that portion of the Pipeline Project (Clinton Avenue Extension) west of Curley Road;

10) adding a new Exhibit G providing estimates for Proportionate Share Costs and a new Exhibit G-1 detailing proportionate share calculations;

11) adding a new Exhibit H to establish modified entitlements for the Project; and

12) adding a new Exhibit I detailing the required intersection improvements and a new Exhibit I-1 detailing the intersection of Existing SR 52 and the Pipeline Project.

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written, Amended and Restated DA to provide further details concerning the obligations of the parties with respect to the Pipeline Project and to ensure consistency between the Second Amended DO and this Amended and Restated DA.

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

A. WHEREAS CLAUSES

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

B. PURPOSE

It is the purpose and intent of this Amended and Restated DA to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the Second Amended DO as the same relate to the design, right-of-way acquisition, permitting, and construction of the Pipeline Project. Nothing herein shall apply to or affect the development of the portions of the Project set forth in Condition IV.M.3.a of the Second Amended DO. This Amended and Restated DA is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Pipeline Project, as further defined herein. All terms and conditions of this Amended and Restated DA 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 Amended and Restated DA is identified on Exhibit A. The holders of legal title are Cannon Ranch, LLC, a California limited liability company; New Cities Land Company, Inc., a California corporation; Bates Properties, Inc., a California corporation; DAD Properties, LLC, a Florida limited liability company; Bella Verde East CDD; Bella Verde Golf CDD; Bella Verde Lake CDD; WIN-CR, Ltd., a Florida limited partnership; and Cannon Ranch Co-Tenancy. Pursuant to Section 163.3239, F.S., the burdens of this Amended and Restated DA shall be binding upon and the benefits of the Amended and Restated DA shall inure to all such legal and equitable owners and their successors in interest, to the extent they are successors in interest to the original parties to this Amended and Restated DA, for any of the land subject to this Amended and Restated DA.

2. Duration: This Amended and Restated DA shall be for a duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from date of execution of this Amended and Restated DA.

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 Rezoning Petition No. 5634.

4. Public Facilities: Adequate transportation facilities for the Project will be provided through S.R. 52, and what is currently known as C.R. 577, and through the Pipeline Project. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 52, subject to a Utilities Service Agreement with the COUNTY. Adequate 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 Purposes: All reservations and dedications for public purposes shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated March 22, 2001, as amended, and this Amended and Restated DA; the COUNTY'S Comprehensive Plan Transportation Corridor Goals, Objectives, Policies, Map, and Tables; and the COUNTY'S Right-of-Way Preservation Ordinance provided that no additional right-of-way shall be required for S.R. 52 and Clinton Avenue, except as set forth in this Amended and Restated DA.

6. Local Development Permits Needed: Prior to the construction of the Pipeline Project, the DEVELOPER shall obtain any necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

7. Findings: The COUNTY has found that the Project, as permitted and proposed, 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 Amended and Restated DA to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the law governing the said permitting requirement, condition, term, or restriction.

10. Zoning and Comprehensive Plan Issues: The Project is designated ROR (Retail/Office/Residential), RES-6 (Residential - 6 du/ga), and RES-3 (Residential - 3 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. General: The DEVELOPER agrees to the following concerning the Pipeline Project, as follows:

a. The DEVELOPER has designed and permitted S.R. 52 as a four (4) lane roadway (capable of expansion to six (6) lanes), including all drainage, floodplain, and wetland mitigation adequate to satisfy all permitting requirements for the ultimate six (6) lane roadway, from the east ramp terminals of the I-75 interchange to the Project's main entrance along the existing S.R. 52 route, a distance of approximately 1.5 miles (collectively the State Road Pipeline Project). The DEVELOPER shall revise the plans for the State Road Pipeline Project to provide for the phased construction of the Pipeline Project improvements as set out in Exhibit C and Exhibits D-1, D-2, and D-3 attached hereto. The right-of-way from approximately fifty (50) feet west of Pasco Road (Station 110+61.47) east to the western boundary of the Project shall be acquired by the developer for the ultimate six (6) lane roadway in compliance with the SEIR documents. Acquired right-of-way will be accomplished in accordance with FDOT and Federal Highway Administration rules for right-of-way acquisition.

The improvements described in Exhibits C and D are collectively referred to herein as the "Pipeline Project." The DEVELOPER shall be responsible for the construction of all improvements related to the Pipeline Project, as more fully set forth herein. Once construction commences, it shall be accomplished expeditiously in accordance with the requirements set forth below.

b. The DEVELOPER shall pay the I-75 Share (as adjusted using the cost-multiplier index of the COUNTY TIF Ordinance to recalculate the amount to the current-day dollar amount when payment is made) to the COUNTY on or before January 2, 2006, to be used toward six (6) laning of I-75

from I-275 to S.R. 52 by the FDOT[1] (the DEVELOPER made payment, adjusted for March 2006, on March 8, 2006).

c. The DEVELOPER shall proceed with the Pipeline Project in phases as described in Exhibits C and D (attached hereto and made a part hereof).

(1) The portion of existing S.R. 52 where the Project's North/Loop Road intersects S.R. 52 shall require an eastbound, deceleration, right-turn lane and a westbound, left-turn lane at the Project's main entrance in accordance with the MPUD Master Planned Unit Development conditions, including a signal when the FDOT warrants are met. The Pipeline Project as shown on Exhibits D-2 and D-3 shall conform to the revised Exhibit B-1C suburban section and shall include left-turn lanes, east and westbound together, with deceleration, right-turn lanes east and westbound, including a signal when the FDOT warrants are met at the intersection with the Project's North/Loop Road.

(2) The schedules for Phase One and Phase Two are set out in Revised Exhibit C attached hereto.

d. The DEVELOPER shall dedicate, at no cost to the COUNTY, a 175-foot-wide right-of-way (the "Project Right-of-Way") through the Project; i.e., the entire portion of the Extension between the western boundary and east boundaries of the Project, as depicted on Exhibits E-1 and E-2. . The DEVELOPER shall dedicate sufficient right-of-way such that, together with Parcel ID No. 11-25-20-0000-01100-0010, the right-of-way through the Project is at least 175 feet in width. The said dedication shall be accomplished within ninety (90) days after receipt of the notice from the COUNTY that the PD&E (Project Development and Environment Study) for the Extension has been approved by the Board of County Commissioners, which includes the alignment through the Project as described above. The dedication of the Project Right-of-Way shall be consistent with the adopted PD&E. In the event that the DEVELOPER'S final design plans vary from the Project Right-of-Way which has been dedicated, then the DEVELOPER shall

[1] The COUNTY has the right to enter into any agreements the COUNTY deems necessary to transfer funds to the FDOT for the FDOT'S I-75 six (6) laning within the area between I-275 and S.R. 52 and/or to use the funds towards, or receive funds back from the FDOT for construction of one (1) or more of the roadways significantly impacted by the Project or a parallel facility if the FDOT cannot expeditiously construct the subject six (6) laning. DEVELOPER agrees to support the COUNTY in the negotiation and execution of any such agreements.

convey such additional right-of-way as is necessary to be consistent with its final design plans and the COUNTY shall reconvey any portion of the Project Right-of-Way which is no longer consistent with the final design plans, provided that the final Project Right-of-Way shall in all events remain not less than 175 feet wide. (On October 24, 2006, the COUNTY approved the right-of-way dedication except that portion lying off-site [Parcel ID No. 11-25-20-0000-01100-0010].)

e. Based on the approved alignment; i.e., the approved PD&E, the DEVELOPER shall design, permit, acquire right-of-way, and construct that portion of the Pipeline Project described as Phase IIB in Exhibit D-3 attached hereto, and the COUNTY shall design, permit, acquire right-of-way and construct that portion of the Extension east of Curley Road to the eastern terminus of the Extension as shown on Exhibit E-1 as the End Project.

f. The DEVELOPER shall proceed with design, permitting, necessary right-of-way acquisition, and construction of Phase IIB in accordance with Exhibits C and D. The COUNTY shall give the Developer at least one year's advance notice of its pending connection to Curley Road to enable the Developer to meet its obligation to complete its connection to Curley Road concurrently. The COUNTY'S failure to provide such notice shall not relieve the DEVELOPER of the obligation to construct Phase IIB by December 31, 2017, or any obligation with respect to Phase I or IIA.

2. Default: If the DEVELOPER fails to meet any of the time frames set forth herein or on revised Exhibit C for the applicable phase or segment of the Pipeline Project, unless extended pursuant to Paragraph E.6 or J.22 of this Amended and Restated DA, then it shall be considered a default of this Amended and Restated DA entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Paragraph H.4 below for the applicable phase or segment of the Pipeline Project (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the applicable phase or segment of the Pipeline Project has been recommenced to the reasonable satisfaction of the

COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this Amended and Restated DA and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this Amended and Restated DA. In addition, the DEVELOPER acknowledges that (a) if DEVELOPER fails to timely post its security within 6 months, it shall be considered a default of the DA, then the COUNTY has the right to allow third parties to construct the contemplated Phase 1 improvements, and to utilize the plans and permits therefor, including any amendments then in process, and (b) if DEVELOPER posts timely its security but fails to commence Phase 1 by December 30, 2011 and/or complete Phase 1 by December 30, 2012, or is not otherwise proceeding in a manner that, in the COUNTY'S reasonable judgment, will result in Phase 1 being commenced and/or completed by such dates, then after thirty (30) days notice to the DEVELOPER and a hearing on the alleged default the Board of County Commissioners may decide to draw on the posted security and make such funds, and all permits and plans, available to a third party to complete such improvements. Furthermore, in the event of such a default, the transportation concurrency vesting set forth in paragraph H.7 shall be terminated.

E. PIPELINE PROJECT DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION PHASE

1. General: The DEVELOPER shall design (includes the SEIR), obtain all permits (State, Local and Federal), and acquire necessary right-of-way, if any, for the Pipeline Project in accordance with the terms of this Amended and Restated DA.

2. Commencement/Completion: The DEVELOPER shall meet all deadlines as set forth in revised Exhibit C and this Amended and Restated DA as applicable to the phase or segment, unless extended as provided in Paragraph E.6 or J.22 below.

3. Design, Permitting, and Right-of-Way Acquisition Costs: The DEVELOPER shall be responsible for all costs of designing, permitting, and right-of-way acquisition, if any, for the Pipeline Project(s).

4. Design Requirements: All design, permitting, and construction shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and the

COUNTY. Construction plans shall comply with revised Exhibit B-1A, B-1B and B-1C and otherwise with the FDOT *Plans Preparation Manual* and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross-section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

a. Roadway Drainage Facilities: Roadway drainage facilities, either on site or off site, if not commingled or combined with drainage facilities for the Project or other projects along the Pipeline Project's route, shall be owned, operated, and maintained by the FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance-guarantee period as set forth in Paragraph H.6 If the Pipeline Project's drainage facilities are commingled or combined with drainage facilities of the Project or other projects along the Pipeline Project's route, all such drainage facilities shall remain owned by the underlying landowner (including the DEVELOPER, where applicable), and operation and maintenance of the same shall be the responsibility of the respective underlying landowner. The underlying landowner shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing drainage facilities serving the Pipeline Project , including those facilities that are commingled or combined, so that the FDOT or the COUNTY has the ability to maintain the facilities associated with the Pipeline Project in the event the DEVELOPER or other respective underlying landowners default on its (or their) obligation to maintain the facilities.

b. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Pipeline Project are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and

acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Pipeline Project are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying landowner, including the DEVELOPER, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Pipeline Project which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Pipeline Project , including those areas that are commingled or combined, so the FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying landowners defaults on its (or their) obligations to maintain the facilities.

5. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall revise the State Road Pipeline Project Plans in accordance with Paragraph D.1.a., and shall submit the revised plans to the FDOT for review and approval in accordance with the approved SEIR, and to the COUNTY for review and approval for consistency with the terms and conditions of this Amended and Restated DA. The FDOT shall review design plans within ninety (90) days from receipt.

The DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and 100 percent design plans for Phase Two and shall submit the design plans to the FDOT for review and approval of that portion of Phase Two within FDOT right-of-way, and to the COUNTY for review and approval of the remainder of Phase Two. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for each phase of the Pipeline Project from the FDOT or the COUNTY, prior to commencement of any bidding on the applicable Phase. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER if not complete and correct within ten (10) business days of receipt of the submission by the DEVELOPER.

The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission (or sooner if required by other sections of this Amended and Restated DA), estimates of

the cost of constructing the phase or segment of the Pipeline Project for which plans have been prepared in accordance with the design plans, including inspection costs, and shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter the "Cost Estimates"). The DEVELOPER shall provide separate Cost Estimates for each phase of the Pipeline Project upon approval of the plans for each phase. All plans, once accepted and approved for construction by the FDOT or the COUNTY, as applicable, shall become the property of the FDOT or the COUNTY.

6. Extensions: In the event the COUNTY requires additional time beyond the said thirty (30) days of submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this Amended and Restated DA for the Pipeline Project for the number of days which it takes the COUNTY beyond the thirty (30) days for the COUNTY'S review and/or approval.

In the event the DEVELOPER is unable to meet a deadline as set forth in this Amended and Restated DA for the Pipeline Project, the DEVELOPER may, prior to the deadline, submit a request to the COUNTY Administrator for an amendment to this Amended and Restated DA to extend the deadline, which request the COUNTY Administrator agrees to submit to the Board of County Commissioners within thirty (30) days unless the DEVELOPER agrees to extend the said submitted time period beyond thirty (30) days. Extensions under this paragraph are separate from any other extensions provided herein.

7. Permitting Requirements: The DEVELOPER shall obtain any and all required permits for work it is to perform from the COUNTY and any and all applicable local, State, and Federal regulatory agencies. This may include an Interchange Operational Analysis Report, if required by Federal Highway Administration, prior to approval of plans for modification to the I-75 exit ramps as proposed by this DA.

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

Pipeline Project. The DEVELOPER shall, upon the COUNTY'S request, cooperate with the COUNTY in processing permit applications for the COUNTY'S Extension.

9. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER in which the COUNTY or FDOT 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 and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Amended and Restated DA. All work covered under this Amended and Restated DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the 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.

10. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Pipeline Project. Relocation of any utilities infrastructure which is in conflict with the Pipeline Project shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The COUNTY agrees upon request of the DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, the DEVELOPER shall bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits.

11. Right-of-Way Acquisition: Subject to Paragraphs E.3 and J.22, the DEVELOPER shall be responsible within the time frames set forth on revised Exhibit C and in this Amended and Restated DA 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

stormwater drainage facilities, off-site stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall follow the FHWA procedures for right-of-way acquisition and shall be responsible for all costs of retaining all consultants for acquisition of right-of-way for the Pipeline Project 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. If condemnation becomes necessary, the COUNTY and DEVELOPER shall work closely with the FDOT, District Seven, Right-of-Way Department, subject to the Joint Participation Agreement approved by the Board on May 8, 2007, to ensure that FDOT acquisition policies and procedures are followed concerning State road improvements.

The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate, to the extent permitted by FDOT, in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority (e.g., pursuant to an agreement with the FDOT), COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. Once the COUNTY has acknowledged receipt of the right-of-way maps, legal descriptions, and appraisals, they will proceed to obtain the Resolution of Necessity. The COUNTY, not later than thirty (30) days after its receipt of the submittal, which identifies all real estate parcels required for the Pipeline Project and identifies the appropriate interest in real estate for right-of-way acquisition, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of COUNTY and FDOT standards. Upon COUNTY approval of the submittal, the COUNTY and the DEVELOPER shall select a mutually agreeable attorney to represent the COUNTY in the acquisition of right-

of-way. Thereafter, the DEVELOPER, in conjunction with Bricklemyer Smolker and Bolves, PA, or another mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives, shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers, for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY ENGINEER or his designee.

F. PIPELINE PROJECT CONSTRUCTION PHASE

1. General: The DEVELOPER shall commence and complete the construction of each phase of the Pipeline Project in accordance with this Amended and Restated DA and with the final alignment, design, specification, and construction plans as approved by the COUNTY and other applicable Federal, State, and regional regulatory agencies, including the FDOT. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability, in its sole discretion, to accelerate the schedule for construction of any portion of the Pipeline Project.

2. Competitive Selection of Contractors: The DEVELOPER shall competitively award the contract for the construction of any phase of the Pipeline Project to an appropriately licensed contractor. The term "competitively award," as used in this Amended and Restated DA, means to award the 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 COUNTY Purchasing Director the bid package, which shall include final and complete design plans, technical specifications, general and special conditions, contracts, required portions of this Amended and Restated DA, and all such other project documents and materials the inclusion of which in the bid package may be deemed necessary or advisable by the DEVELOPER or the COUNTY. The COUNTY shall have 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 the COUNTY with a copy of the final bid package, and shall proceed to solicit competitive bids from qualified contractors, following the process set forth below. The DEVELOPER shall advertise the bid one (1) day per week for two (2) consecutive weeks in the legal section of a newspaper of general circulation in the COUNTY. The DEVELOPER shall request a vendor database list from the COUNTY and shall send bid solicitations to each vendor on the list no later than when the first advertisement appears. The DEVELOPER shall immediately provide the COUNTY with any and all correspondence, addenda, and amendments to the bid package, but in no event, later than the closing date for the submission of bids. The closing date for the submission of bids shall be no less than thirty (30) days after the first advertisement. The DEVELOPER is exclusively responsible for fulfilling requests for documentation and responding to questions of bidders. If the DEVELOPER elects to conduct any prebid meetings in connection with the Project, the details of this election shall be specified in the bid package, and the Purchasing Director, or his designee, shall be afforded an opportunity to attend any such prebid meetings with reasonable notice. All competitive bids shall be sealed and delivered to the DEVELOPER on or before the time specified in the request or invitation issued by the DEVELOPER, and the said bids shall be opened by the DEVELOPER at the specified location in the bid documents in the presence of the Purchasing Director, or his designee, who shall be afforded reasonable notice and an opportunity to review and comment on the bids. After the opening, the Purchasing Director, or his designee, shall immediately receive an unofficial bid tabulation from the DEVELOPER. Within twenty-four (24) hours of the bid opening, the COUNTY shall receive from the DEVELOPER full copies of all bids and an official bid tabulation.

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

including a general determination that all bids should be rejected and the Project should be rebid. In the event that all bidders are rejected as nonresponsive and/or nonresponsible, the Project may be rebid following the procedures described herein. The COUNTY shall have ten (10) business days to review, comment, and provide a statement of objection or no objection. If the COUNTY objects, the COUNTY reserves the right to require the DEVELOPER to award the next available, lowest, responsive, responsible bidder, or require that all bids be rejected and a rebid performed. Upon the COUNTY'S statement of no objection, the DEVELOPER may proceed to award to that party the contract for the 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 Amended and Restated DA to the COUNTY Purchasing Director. The DEVELOPER shall promptly furnish to the COUNTY two (2) copies of any amendments, supplements to the Amended and Restated DA, or change orders thereafter executed. In addition to the foregoing, the DEVELOPER shall comply with any applicable FDOT or State law competitive-bidding requirements for the State Road Pipeline Project.

3. Tender of Project Area: Upon commencement of construction, the Pipeline Project areas shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the Project areas. The DEVELOPER or its Contractor shall be responsible for providing a safe work zone for the public.

4. COUNTY and FDOT Observation: The COUNTY'S and FDOT'S personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Pipeline Project and shall at all times have access to the work being performed pursuant to this Amended and Restated DA for the COUNTY'S and FDOT'S observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY or FDOT, as applicable, shall notify the DEVELOPER in writing; and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY or FDOT to observe or inspect the work on the Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the Pipeline Project is constructed in accordance with the plans and specifications

and required standards. Observations by the COUNTY or FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

5. Right-of-Way: Prior to the FDOT'S or the COUNTY'S acceptance of the applicable phase or segment of the Pipeline Project, as applicable, the DEVELOPER shall meet the applicable requirements of the FDOT and the COUNTY and cause all right-of-way, including right-of-way for drainage facilities, wetland, and floodplain mitigation, as appropriate, to be conveyed to the FDOT or the COUNTY in fee simple, free of financial encumbrances or other encumbrances, which restrict its use for road purposes.

6. Construction Requirements: During the construction phase of the applicable phase or segment of the Pipeline Project, 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. The DEVELOPER and/or its construction contractor(s) shall be responsible for supervising and inspecting the construction of the Pipeline Project and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

d. Be responsible for full and complete performance of all construction activities required pursuant to this Amended and Restated DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Pipeline Project until the Project is completed and accepted by the FDOT or the COUNTY, as applicable, which acceptance shall not be unreasonably withheld.

e. Require testing by an independent lab, acceptable to the FDOT and the COUNTY in accordance with Pasco County Engineering Services Department testing specifications for

construction of roads, storm drainage, and utilities. 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 FDOT pursuant to Section 336.045, F.S., and by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the FDOT and the COUNTY.

g. Provide to the FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the Pipeline Project, and such information shall become the property of the FDOT and the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible Mylars™ and electronic files compatible with AutoCAD.

h. Provide the COUNTY on a quarterly basis with copies of the inspection reports submitted to the FDOT.

G. SATISFACTION OF THE DEVELOPER'S PROPORTIONATE SHARE

The DEVELOPER'S completion of the Pipeline Project in accordance with this Amended and Restated DA fully satisfies the Developer's obligation to mitigate the traffic impacts of the Project by paying its proportionate fair share in accordance with Section 163.3180(16), Florida Statutes.

H. IMPACT FEES AND GUARANTEES

1. Transportation Impact Fees: The DEVELOPER shall pay impact fees in accordance with the COUNTY'S adopted TIF Ordinance, as amended, and this Amended and Restated DA. The COUNTY agrees to budget these impact fees in an impact fee account attributable to the Pipeline Project for reimbursement to the DEVELOPER or to the entity or entities; e.g., the DEVELOPER or CDDs, to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, as determined by the COUNTY, in accordance with this section. Once the performance guarantees referenced in Paragraph H.4 below have been posted, the COUNTY agrees to reimburse the DEVELOPER, or to the entity or entities; e.g., the DEVELOPER or CDDs, to the extent that they finance or otherwise pay for or contribute to the Pipeline

Project, from this impact fee account for those expenditures on the Pipeline Project approved by the COUNTY to be impact-fee creditable in accordance with this Amended and Restated DA and the TIF Ordinance and the Project's impact fee credits shall be reduced in an equal amount. The DEVELOPER shall not be entitled to cash reimbursement for expenditures that exceed the amounts paid in the impact fee account and shall not be entitled to any interest on the account. In no event shall the DEVELOPER be entitled to any impact fee credits, offsets, or reimbursement prior to the posting of the performance guarantees pursuant to Paragraph H.4 below. The DEVELOPER shall be required to pay additional TIFs in accordance with the TIF Ordinance whenever it does not have impact fee credits or offsets sufficient to cover impact fees that are due.

To the extent that the DEVELOPER proceeds with development as permitted by the DO, as amended (658 nonrestricted, single-family dwellings; 150,000 gross leasable square feet of commercial space; and an 18-hole golf course, or the equivalent thereof in terms of p.m. peak-hour trip-ends) and has no impact fee credits or offsets sufficient to cover impact fees that are due, TIFs shall be paid for such development in accordance with the TIF Ordinance, as may be amended by the COUNTY, provided that the amount of these impact fees shall be held by the COUNTY in the impact fee account and, after posting of the performance guarantees as referenced in Paragraph H.4 below, the COUNTY shall reimburse the entity or entities; e.g., the DEVELOPER or CDDs, to the extent that they finance or otherwise pay for or contribute to the Pipeline Project from this impact fee account for those expenditures on the Pipeline Project approved by the COUNTY to be impact-fee creditable in accordance with the TIF Ordinance and this Amended and Restated DA, and the Project's impact fee credits shall be reduced in an equal amount; however, except as otherwise provided herein, these fees shall not be held for the cost of the Pipeline Project improvements beyond five (5) years after payment of same, and can thereafter be spent anywhere as desired by the COUNTY in accordance with the TIF Ordinance as may be amended, from time to time. In addition, the time limits of the encumbrance and expenditure of these funds, as provided in the TIF Ordinance, shall be waived by the DEVELOPER, and by its successors and assigns.

2. Transportation Impact Fee Credits:

a. Pipeline Project:

(1) General - Except as provided herein, the DEVELOPER shall be eligible for TIF credits for actual reasonable design, engineering, SEIR, inspection, permitting, right-of-way, and construction costs for the Pipeline Project. Impact fee credits will be provided based upon the applicable percentage of the total construction cost amount set forth in Exhibit G attached hereto, or actual cost, whichever is less. The amount of each credit will be determined at the time of application for the Building Permit based upon the impact fee schedule in effect at that time. The issuance of credits shall be limited by the provisions of Section H.1. above and must be in accordance with the TIF Ordinance. The DEVELOPER and/or CDD's shall, on or before June 1 of each year, provide to the County Administrator or his designee an updated schedule of production for the remainder of the Project. The production schedule must show the number of anticipated units for all residential uses and the anticipated square footage for both commercial and office. In conjunction with the preparation of the COUNTY'S annual CIP budget, the County Administrator or his designee shall, on or before October 1, communicate to the DEVELOPER and/or CDD's that the DEVELOPER's projected production schedule has been included in the CIP budget for the next three (3) fiscal years. Once the DEVELOPER and/or CDD's has received impact fee credits equal to the expenditures for the Pipeline Project, the requirement of updating the production schedule shall be eliminated. In the event the DEVELOPER fails to provide an updated production schedule on or before June 1 of any year, the COUNTY shall not be obligated to communicate, on or before October 1, the results of the CIP budget to the DEVELOPER. Unused credits may be carried over to future years in accordance with the TIF Ordinance. To be eligible for credits, all requests and invoices for credits for the Pipeline Project shall be submitted to COUNTY within ninety (90) days of final acceptance by the FDOT or the COUNTY of the Pipeline Project, as applicable, or for amounts under dispute with the construction contractors, no later than ninety (90) days after the conclusion of the dispute. All requests and invoices for credits shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits shall be issued to the entity or entities; e.g., the DEVELOPER or CDD'S, to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, as determined by the County. The DEVELOPER shall not be eligible for impact fee credits except as set forth in Exhibit G nor for any Pipeline Project costs not creditable under the TIF Ordinance. Any credits

issued to the DEVELOPER or CDD shall be assignable within the development until build-out and thereafter transferable within the same impact fee zone, in accordance with the TIF Ordinance.

(2) Project Improvements - Design, permitting, right-of-way acquisition, and construction costs for improvements to S.R. 52 necessitated by the Project for access to the Project from S.R. 52 or other site-related Project access improvements including, but not limited to, necessary 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), shall be included in the design, permitting, right-of-way acquisition, and construction of the Pipeline Project, and are the responsibility of the DEVELOPER, but are not eligible for impact fee credits.

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

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

(5) Transfer of Credits - Impact fee credits pursuant to this Amended and Restated DA may be transferred in accordance with the TIF Ordinance.

(6) Payments to COUNTY - In addition to the credits pursuant to a) above, the DEVELOPER or the entity or entities, to the extent that they contributed or financed the payment pursuant to Paragraph D.1.b, shall be eligible, subject to the requirements of the TIF Ordinance for impact fee credits for the amount of payments to the COUNTY, pursuant to Paragraph D.1.b above, and for the Pipeline Project costs as identified herein. The amount of payment to the COUNTY was Two Million One Hundred Twenty-Eight Thousand One Hundred Five and 64/100 Dollars ($2,128,105.64) of which Twenty-Eight

Thousand Forty-Eight and 80/100 Dollars ($28,048.80) was interest penalty paid on the amount owed; consequently, Two Million One Hundred Thousand Fifty-Six and 84/100 Dollars ($2,100,056.84) is eligible for impact fee credits.

3. Other Impact Fees: Nothing contained in this Amended and Restated DA shall excuse the payment of any other non-TIFs required to be paid in accordance with the laws and ordinances of the COUNTY, as may be amended.

4. Performance Guarantees by the DEVELOPER:

a. General: The DEVELOPER shall post in favor of, and provide to the COUNTY, the performance guarantees as specified in Paragraph b below, acceptable to and approved by the COUNTY to guarantee performance of the Pipeline Project and all terms and conditions of this Amended and Restated DA. Failure to post, revise, update, and keep effective the required bonds shall be considered a default of this Amended and Restated DA, entitling the COUNTY to suspend any impact fee credits or reimbursements due pursuant to Paragraph H.1 above and/or stop the issuance of Building Permits or other development approvals. The performance guarantees must be issued by a bank, savings association, or other financial institution or surety acceptable to the COUNTY which is authorized to do business in the State of Florida. Unless otherwise approved by the County's Risk Manager, the performance-guarantee issuer must have and maintain:

(1) An average financial condition ranking of 35 or more from two (2) nationally recognized, financial-rating services, compiled quarterly by the Florida Department of Financial Services, Division of Treasury.

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

(3) Downgrade provision: In the event the performance guarantee issuer does not maintain the average financial condition in Paragraph H.4.a(1) above or is downgraded below the minimum in Paragraph H.4.a(2) above, the performance-guarantee issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute performance guarantee in substantially the same form and containing the same terms as the original performance guarantee from a

bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original performance guarantee.

(4) The performance guarantee must provide for draws to be made on an issuer located in West Central Florida.

b. Pipeline Project - The DEVELOPER shall post an initial performance bond in the amount of 125 percent (updated annually) of the COUNTY-approved Cost Estimates 1) for Phase One of the Pipeline Project within six (6) months after approval of this Amended and Restated DA; and 2) for all subsequent phases of the Pipeline Project upon approval of the Cost Estimates (updated annually) for said phase(s) or December 31, 2012, whichever occurs first, to guarantee performance of such projects and all terms and conditions of this Amended and Restated DA. On each renewal date of the applicable performance guarantee, the performance guarantee may be reduced provided updated Cost Estimates for the remainder of the Project are provided to and approved by the COUNTY and provided that the performance guarantee(s) is not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder.

c. Subject to the terms of this Amended and Restated DA and the COUNTY'S remedies for failure to comply with such terms, the posting of the initial performance guarantee referenced herein, together with completion of the Phase One and Phase Two Pipeline Project construction plans and issuance of permits; therefor, in accordance with Exhibit C shall authorize the DEVELOPER to proceed with development that generates 3,536 gross, p.m.~~,~~ peak-hour trips.

5. Guarantee of Payment: Prior to commencing construction on the applicable phase or segment of the Pipeline Project, the DEVELOPER, or its contractors, shall post in favor of the COUNTY and provide the COUNTY, for its approval, performance and payment bond(s) acceptable to the COUNTY to replace the applicable performance guarantee required under Paragraph H.4.b. to guarantee payment of its obligations as required by law. The payment bond(s) shall be with a bank, surety, or other financial institution acceptable to the COUNTY. The payment bond(s) shall be in the amount of 125 percent of construction contract amount.

6. Maintenance Guarantee: Upon completion of each segment or phase of the Pipeline Project and final acceptance by the COUNTY and/or FDOT, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY and/or FDOT. The performance guarantees for the particular phase or segment of the Pipeline Project may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to fifteen (15) percent of the applicable construction contract amount, or the DEVELOPER may post separate Maintenance Bonds acceptable to the COUNTY to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive, remedy. Upon completion of construction of the improvements and final inspection by the COUNTY and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

7. Concurrency: The DEVELOPER'S continued performance in accordance with this Amended and Restated DA and the Second Amended DO, as amended to conform hereto, shall continue to vest the Project for transportation concurrency through December 31, 2017, the build-out date for the entitlements in Exhibit H attached hereto. However, this build-out date extension for the modified entitlements is not binding on the Tampa Bay Regional Planning Council, FDOT, or the Department of Community Affairs for purposes of regional DRI review or substantial deviation purposes. Notwithstanding anything to the contrary herein, the Project shall be limited to record platting of 2,000 single-family dwelling units or the equivalent thereof in p.m. peak hour trips until one of the following events occurs:

a. The cost of constructing the Westbound to Southbound Loop at SR 52/I-75 Interchange (the Loop) shall be committed by other developers through an enforceable performance guarantee acceptable to the COUNTY or programmed within the first year of FDOT's or the COUNTY's

adopted 5 year work program.

b. The COUNTY approves a DRI that has a significant impact on the interchange without requiring that DRI to contribute its proportionate share for its initial increment of development toward the costs to construct the Loop.

c. The DEVELOPER elects, on or before December 31, 2016, to construct the Loop up to the amount of its Phase IIB Estimated Improvement Costs as set out in Exhibit G and provides a performance bond to secure this obligation in an amount equal to 125% of said costs, less the construction funding commitments toward the Loop from other developers and FDOT. If the DEVELOPER elects this option, it shall not be required to construct Phase IIB, as defined in Exhibit C, and shall not be required to pay any costs for right-of-way acquisition for the Loop. In lieu of electing to construct the Loop, the DEVELOPER may elect to pay its Phase IIB Estimated Improvement Costs to the COUNTY or to FDOT to be used for construction of the Loop, less the construction funding commitments toward the Loop from other developers and FDOT. The DEVELOPER's contribution to the Loop are 100% impact fee creditable.

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 FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this Amended and Restated DA, any work under this Amended and Restated DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this Amended and Restated DA; or by any defect in the condition or construction of the Pipeline Project, except that the DEVELOPER will not be liable under this provision for

damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from the COUNTY or FDOT review referenced in Paragraphs E.5 and E.9 of this Amended and Restated DA. 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 or FDOT'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in 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 or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY or FDOT solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT. The DEVELOPER shall also include for the Pipeline Project this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

2. Insurance:

a. General: No work shall commence on the Pipeline Project nor shall occupancy of any of the property within the Project limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY and FDOT as set forth below:

(1) During the life of this Amended and Restated DA, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be

provided by responsible companies authorized to transact business in the State of Florida which have met the requirements of Paragraph H.4.a.(1-4).

(2) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY and FDOT 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 the said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, the DEVELOPER shall require the engineers and/or contractors to also provide to the COUNTY and FDOT, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between the DEVELOPER and the contractor for the Project.

(3) All policies of insurance required by this Amended and Restated DA shall require that the insurer deliver to the COUNTY, FDOT, and DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY, FDOT, and the DEVELOPER, addressed to the parties as described in Paragraph 10.f 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.

(4) 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, FDOT, and the DEVELOPER which is applicable to the work provided for in this Amended and Restated DA. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

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

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

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

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

(9) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this Amended and Restated DA, other than workers' compensation and employer's liability policy, shall specifically provide that the COUNTY, the County Engineer, FDOT, and each of their elected officers, employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverage required herein shall

apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

(1) Workers' Compensation and Employer's Liability Insurance - The DEVELOPER shall require that coverage be maintained by the engineers and/or contractor for all employees engaged in the work, in accordance with the laws of the State of Florida.

The amount of such insurance shall not be less than:

(i) Workers' Compensation: Florida statutory requirements.

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

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

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

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

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

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

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

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

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

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

(3) 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:

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

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

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

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

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

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

(6) 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 Amended and Restated DA to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of this Amended and Restated DA.

J. 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 Amended and Restated DA, 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 Amended and Restated DA. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Pipeline 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 the Pipeline Project.

2. Termination: The COUNTY may terminate this Amended and Restated DA upon the DEVELOPER'S failure to comply with the terms and conditions of this Amended and Restated DA. The COUNTY shall provide the DEVELOPER with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good-faith efforts to remedy the failure within thirty (30)

days after receiving the Notice of Termination, or thereafter are not proceeding with due diligence to remedy the failure, the COUNTY may terminate this Amended and Restated DA immediately without further notice and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to the COUNTY under Florida law, but it is in addition thereto.

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

a. The DEVELOPER shall cause all provisions of this Amended and Restated DA in its entirety to be included and made a part of any contract for the Pipeline Project.

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 FDOT in Section 336.045, F.S.; the COUNTY standards; the contract documents; and this Amended and Restated DA.

5. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this Amended and Restated DA, including notice of termination, such notice shall be given by certified mail, return receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: Cannon Ranch, LLC, a California limited liability company, 5700 Saddlebrook Way, Wesley Chapel, Florida 33543; and to Pasco County c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road,

New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

6. Entire Agreement: This Amended and Restated DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Amended and Restated DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, provided, however, that nothing shall relieve the DEVELOPER of any development-approval requirements or conditions previously imposed or authorized to be imposed under the COUNTY'S Land Development Code for future permits required by the DEVELOPER, except as specifically provided herein. The parties agree that the Second Amended DO and MPUD Rezoning #5634 must be revised to bring it into conformance with the terms of this Amended and Restated DA. The DEVELOPER agrees to submit said revisions to the DO and MPUD Rezoning within 90 days of approval of this Amended and Restated DA. The COUNTY agrees to expeditiously process said revisions when received.

7. Modification. Neither this Amended and Restated DA, nor any portion hereof, may be waived, modified, amended, discharged, or 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 Amended and Restated DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Amended and Restated DA 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 Amended and Restated DA 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 and the male gender shall include the female gender, the neuter, and vice versa.

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

12. Severability: Each provision of this DA is material to the Board of County Commissioner approval of this DA. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such a determination, the remainder of the DA shall be suspended until such time that the Board modifies the DA to address the illegal or invalid provision; provided, however, 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 DA shall not be suspended if the Applicant/Developer, and all affected successors or assigns, agree to abide by all provisions of this DA until an amendment to the DA has been approved in order to address the illegal or invalid provision. DEVELOPER requested amendments to this DA shall not be considered challenges to the DA and decisions by the Board of County Commissioners regarding any DEVELOPER requested amendments or the like shall not have the effect of suspending the DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, the DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this DA is declared illegal or invalid as the result of a third party challenge, the DEVELOPER shall cooperate with Pasco County to amend this DA to address the portion which has been declared invalid or illegal.

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

14. Cancellation: This Amended and Restated DA may be canceled by mutual consent of the parties to the Amended and Restated DA.

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

16. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this Amended and Restated DA 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 Amended and Restated DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Pipeline Project identified in Exhibit A.

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

19. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY or FDOT, as applicable.

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 Amended and Restated DA shall be in the COUNTY.

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

assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The COUNTY, at its option, may assume any of the rights and obligations of the FDOT set forth in this Amended and Restated DA.

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

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

(SEAL)

ATTEST: _____
BY: JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
TED SCHRADER, CHAIRMAN

Date: APPROVED
AUG 27 2008

WITNESSES:

CANNON RANCH, LLC, a California Limited Liability Company

BY: New Cities Land Company, Inc., a California corporation

_____

BY: _____
LEE E. NEWELL, President

_____

Date: 9-9-08

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____day of _____, 2008, by Lee E. Newell as President of New Cities land Company, Inc., a California corporation, Managing Partner of Cannon Ranch, LLC, a California Limited Liability Company, on behalf of the company. He/she is personally known to me or has produced _____ (type of identification) as identification.

Seal:

Loose Certificate Attached
NOTARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey }

On September 9, 2008 (Date) before me, Lisa M Leidig, Notary (Here Insert Name and Title of the Officer),

personally appeared Lee E. Newell (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M Leidig (Signature of Notary Public)

LISA MARIE LEIDIG
Commission # 1802280
Notary Public - California
Monterey County
My Comm. Expires Jun 17, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amended and Restated Development Agreement

Document Date: 9/9/08 Number of Pages: pg 39

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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WITNESSES:

NEW CITIES LAND COMPANY, INC.,
a California Corporation

BY: _____
LEE E. NEWELL, PRESIDENT

Date: 9-9-08

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Lee E. Newell as President of New Cities Land Company, Inc., a California Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Seal:

Loose Certificate Attached
NOTARY

WITNESSES:

BATES PROPERTIES, INC.,
a California Corporation

BY: _____
FREDERICK M. BATES, PRESIDENT

Date: Sept 9, 2009

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Frederick M. Bates as President of Bates Properties, Inc., a California Corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Seal:

Loose Certificate Attatched
NOTARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey

On September 9, 2008 (Date) before me, Lisa M. Leidig, Notary (Here Insert Name and Title of the Officer),

personally appeared Fredrich M. Bates (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M Leidig (Signature of Notary Public)

LISA MARIE LEIDIG
Commission # 1802200
Notary Public - California
Monterey County
My Comm. Expires Jun 17, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amended and Restated Development Agreement

Document Date: 9/9/08 Number of Pages: pg. 40

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey

On Sept 10, 2008 (Date) before me, Lisa M. Leidig, Notary (Here Insert Name and Title of the Officer),
personally appeared Lee E. Newell (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M. Leidig (Signature of Notary Public)

LISA MARIE LEIDIG
Commission # 1802280
Notary Public - California
Monterey County
My Comm. Expires Jun 17, 2012

Place Notary Seal Above

OPTIONAL

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☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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WITNESSES:

Barbara A Bacot

Kimberly Hill

DAD PROPERTIES, LLC, a Florida Limited Liability Company

BY: Thomas L Dempsey
THOMAS L. DEMPSEY
MANAGING PARTNER

Date: 9 September 2008

STATE OF Florida
COUNTY Pasco

The foregoing instrument was acknowledged before me this 9th day of Sep, 2008, by Thomas L. Dempsey as Managing Partner of DAD Properties, LLC, a Florida Limited Liability Company, on behalf of the corporation. He is personally known to me or has ~~produced~~ _____ (type ~~of identification~~) as identification.

Seal:

BARBARA A. BACOT
Comm# DD0669769
Expires 6/15/2011
Florida Notary Assn., Inc

Barbara A Bacot
NOTARY

WITNESSES:

Barbara A Bacot

Kimberly Hill

BELLA VERDE EAST COMMUNITY DEVELOPMENT DISTRICT

BY: Thomas L Dempsey
THOMAS L. DEMPSEY, CHAIRMAN

Date: 9 September 2008

STATE OF Florida
COUNTY Pasco

The foregoing instrument was acknowledged before me this 9th day of Sep, 2008, by Thomas L. Dempsey as Chairman of Bella Verde East Community Development District. He is personally known to me or ~~has produced~~ _____ (type ~~of identification~~) as ~~identification~~.

Seal:

BARBARA A. BACOT
Comm# DD0669769
Expires 6/15/2011
Florida Notary Assn., Inc

Barbara A Bacot
NOTARY

WITNESSES:

Barbara A Bacot

Kimberly Hill

BELLA VERDE GOLF COMMUNITY DEVELOPMENT DISTRICT

BY: Thomas L Dempsey
THOMAS L. DEMPSEY, CHAIRMAN

Date: 9 Sep 2008

STATE OF Florida
COUNTY Pasco

The foregoing instrument was acknowledged before me this 9th day of Sep, 2008, by Thomas L. Dempsey as Chairman of Bella Verde Golf Community Development District. He is personally known to me or has ~~produced~~ _____ (~~type of identification~~) as ~~identification~~.

Seal:

BARBARA A. BACOT
Comm# DD0669769
Expires 6/15/2011
Florida Notary Assn., Inc

Barbara A Bacot
NOTARY

WITNESSES:

Barbara A Bacot

Kimberly Hill

BELLA VERDE LAKE COMMUNITY DEVELOPMENT DISTRICT

BY: Thomas L Dempsey
THOMAS L. DEMPSEY, CHAIRMAN

Date: 9 Sep 2008

STATE OF Florida
COUNTY Pasco

The foregoing instrument was acknowledged before me this 9th day of Sep, 2008, by Thomas L. Dempsey as Chairman of Bella Verde Lake Community Development District. He is personally known to me or ~~has produced~~ _____ (~~type of identification~~) as ~~identification~~.

Seal:

BARBARA A. BACOT
Comm# DD0669769
Expires 6/15/2011
Florida Notary Assn., Inc

Barbara A Bacot
NOTARY

WITNESSES:

CANNON RANCH CO-TENANCY

By: New Cities Land Company, Inc., Manager

Darcy Yoder

BY: _____
LEE E. NEWELL, President

J & R D.

Date: 9-18-08

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Lee E. Newell, President of New Cities Land Company, Inc., a California corporation, Manager of Cannon Ranch Co-Tenancy, on behalf of the Co-Tenancy. He is personally known to me or has produced _____ (type of identification) as identification.

Seal:

Loose Certificate Attached
NOTARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey }

On Sept 10, 2008 (Date) before me, Lisa M. Leidig, Notary (Here Insert Name and Title of the Officer),

personally appeared Lee E. Newell (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M. Leidig (Signature of Notary Public)

LISA MARIE LEIDIG
Commission # 1802280
Notary Public - California
Monterey County
My Comm. Expires Jun 17, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amended and Restated Development Agreement

Document Date: 9/9/08 Number of Pages: p. 43

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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EXHIBITS

A	Legal Description
B-1A	S.R. 52 Rural Section From I-75 to Pasco Road
B-1B	S.R. 52 Suburban Typical Section from Pasco Road to McKendree Road
B-1C	S.R. 52 Suburban Typical Section between McKendree Road and North/Loop Road along Clinton Avenue Route
C	Time Schedule for Pipeline Project (approval to construct, R/W acquisition, commencement of construction and construction completion)
D-1	Pipeline Project Phasing
D-2	Pipeline Project Phasing
D-3	Pipeline Project Phasing
E-1	Clinton Avenue Project Limits
E-2	Clinton Avenue Extension Typical Cross-Section - Developers Extension
F	Proportionate Share Computation
G	Proportionate Share Credits and Impact Fee Credits
G-1	Proportionate Share Calculation
H	Revised Project Entitlements
I	Details for Intersection Improvements
I-1	Pipeline Project Phase IIA Detail

Exhibit A

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Legal Description

EXHIBIT A

Legal Description

The East 1/2 of the Southeast 1/4 of the Northeast 1/4 lying South of State Road No. 52, LESS the West 250.00 feet of the East 596.85 feet thereof; The East 1/2 of the Northeast 1/4 of the Southeast 1/4 LESS the North 824.24 feet of the West 250.00 feet of the East 596.85 feet thereof; The East 600.00 feet of the Southeast 1/4 of the Southeast 1/4; And the South 110.00 feet of the West 720.00 feet of the Southeast 1/4 of the Southeast 1/4, all in Section 9, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Northwest 1/4, lying South of State Road No. 52; The South ½; The South ½ of the Northeast 1/4; and the West 3/4 of the Northwest 1/4 of the Northeast 1/4 lying South of State Road No. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Southwest 1/4; The Southwest 1/4 of the Northwest 1/4; The West ½ of the Southeast 1/4, Less road right-of-way; The South ½ of the Southwest l/4 of the Northeast 1/4 Less the North 300.00 feet thereof, and Less road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The West ½ of the Northeast 1/4 lying North and West of State Road No. 577; The Northwest ¼, Less road right-of-way; The North 3/4 of the Northeast 1/4 of the Southwest 1/4, Less the South 665.0 feet thereof and Less road right-of-way; AND The West ½ of the Southwest 1/4, Less and Except road right-of-way for Tucker Road, if any, all in Section 14, Township 25 South, Range 20 East, Pasco County, Florida.

AND

All of Section 15, Township 25 South, Range 20 East, Less and Except road right-of-way for Tucker Road, if any, Pasco County, Florida.

AND

The East ½ of the Southeast 1/4 and the East ½ of the Northeast 1/4, all in Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

LESS AND EXCEPT road rights-of-way.

AND LESS AND EXCEPT a tract of land lying in the North ½ of Section 10, Township 25 South, Range 20 East, Pasco County, Florida. Being further described as follows: Begin at the Southeast corner of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10: Thence North 89°50'42" West, along the South boundary thereof, a distance of 207.57 feet; thence South 52°18'05" West, a distance of 681.98 feet; thence North 37°14'55" West, a distance of 1320.00 feet to the Southerly right-of-way line of State Road 52; thence North 52°18'05" East, along said right-of-way line, a distance of 842.47 feet; thence 439.64 feet along the arc of a curve to the right (said curve having a radius of 666.20 feet, delta angle of 37°48'40", and a chord bearing and distance of North 71°12'25" East, 431.71 feet); thence continue along said right-of-way line, South 89°53'15" East, a distance of 490.25 feet to the point on the East boundary of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence departing said right-of-way line, South 00°29'58" West, a distance of 1281.30 feet to the Point of Beginning.

Containing 1,965.32 acres more or less.

Exhibit B-1A

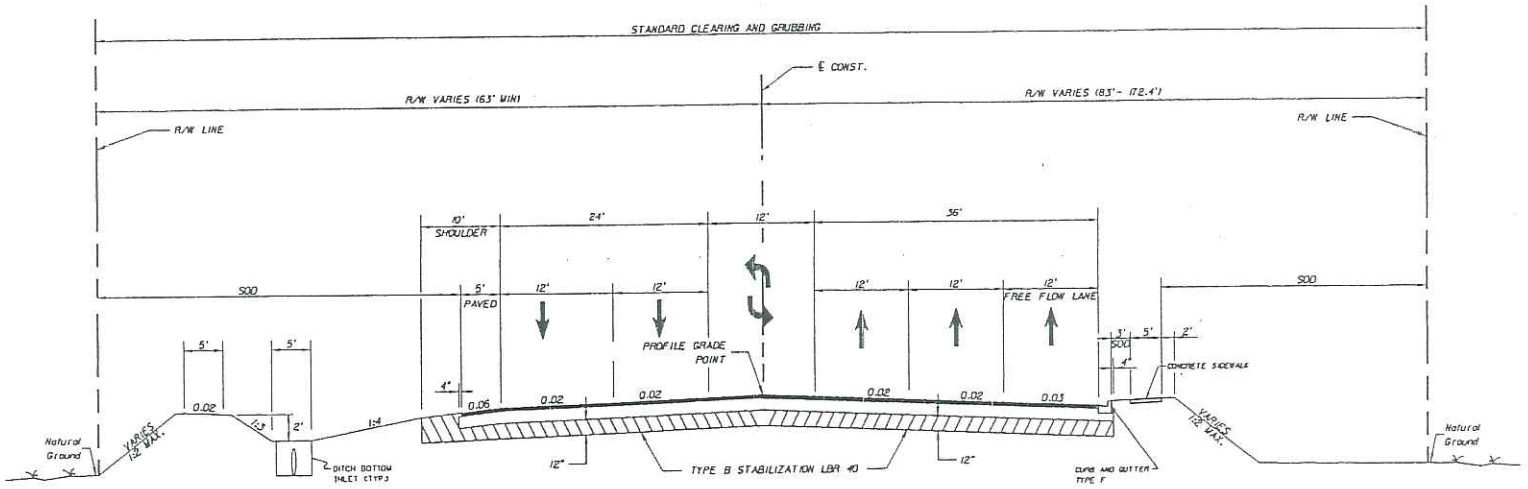
DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

S.R. 52 Rural Section From I-75 to Pasco Road

tabbles

B-1-A



SR 52 RURAL SECTION FROM I-75

TO ± PASCO ROAD

| | | |

Exhibit B-1B

DRI No. 163 – Cannon Ranch

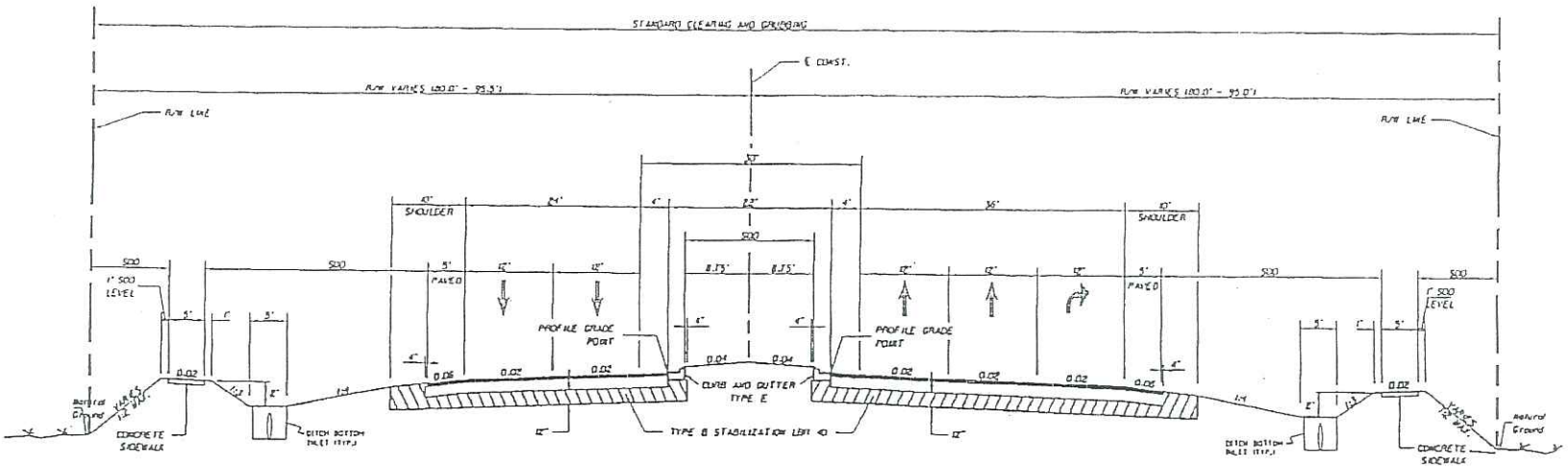
Pasco County Development Agreement

S.R. 52 Suburban Typical Section from Pasco Road to McKendree Road

EXHIBIT

tabbies

B-1B



SR 52 SUBURBAN TYPICAL SECTION

FROM PASCO ROAD

TO MCKENDREE ROAD

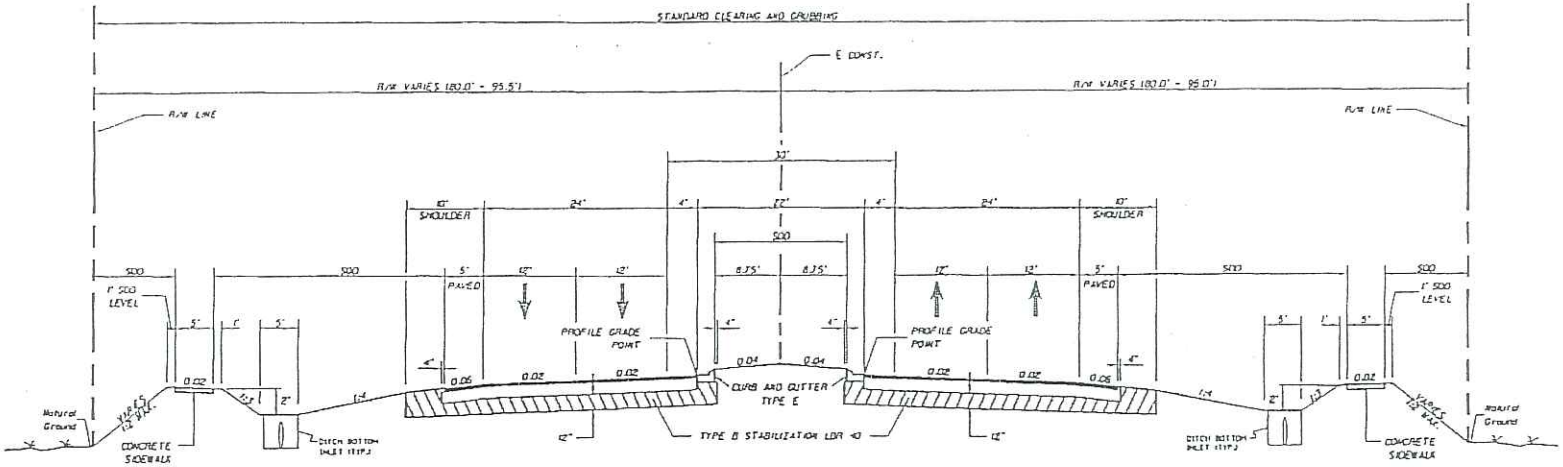
| | | |

Exhibit B-1C

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

S.R. 52 Suburban Typical Section between McKendree Road and North/Loop Road along Clinton Avenue Route



SR 52 SUBURBAN TYPICAL SECTION

BETWEEN

MCKENDREE ROAD AND NORTH / LOOP ROAD

ALONG CLINTON AVENUE ROUTE

Wilson Miller

OR BK 7932 PG 495
56 of 84

Exhibit C

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Time Schedule for Pipeline Project (approval to construct, R/W acquisition, commencement of construction and construction completion)

REVISED EXHIBIT C
(Revised August 27, 2008)
Proposed Bella Verde Transportation Mitigation Schedule

Improvement	Start	End	Dwelling Unit/Plat
1. Revise Pipeline Project approved plans to provide for phasing and: • Phase I add third lane (EB free-flow lane) from NB ramp terminal to McKendree and dual left turn lanes/tapers WB SR 52 to SB McKendree Road, and interim improvements as described on Exhibit D-1. • Phase II revise Pipeline Project as described on Exhibit D-2	11/30/2008 09/30/2009	08/31/2009 03/31/2010	Prior to 1st Plat beyond Initial Increment [1]
2. Complete ROW acquisition between Bayou Branch and I-75 NB ramps.	Ongoing	12/31/2010	Prior to 1st Plat beyond Initial Increment [1]
3. Construct Phase I of Pipeline Project as described and shown on Exhibit D-1.	12/31/2011	12/31/2012	Prior to 1st Plat beyond Initial Increment [1]
4. Construct Phase IIA of Pipeline Project as described and shown on Exhibit D-2.	---	Note[2]	2000[2]
5. Elect to construct the Loop per H.7	---	Note[3]	2000

OR BK 7932 PG 497
58 of 84

REVISED EXHIBIT C
(Revised August 27, 2008)
Proposed Bella Verde Transportation Mitigation Schedule

Improvement	Start	End	Dwelling Unit/Plat
6. Construct Phase IIB of the Clinton Avenue Extension as a 4-lane divided suburban section with stormwater facilities, wetland mitigation and floodplain compensation for 6-lanes between North/Loop Road and Curley Road as described in Exhibit D-3, unless Item 5 election is made by Developer.	---	Note[4]	3600[4]

Notes:

1. Initial Increment of Bella Verde development is 658 nonrestricted single-family dwellings, 150,000 gross leasable square feet of retail, and an 18-hole golf course, or the equivalent in p.m. peak-hour trip ends (ref. Cannon Ranch DRI DO Res. 04-267, Condition IV.M.3.a).

2. Phase II A of Pipeline Project will be constructed when Pasco County completes its necessary improvement connecting to Curley Road, or prior to the platting of the 1,300th residential unit, or the equivalent in p.m. peak-hour trip ends inclusive of the Initial Increment, whichever occurs first.

3. Prior to December 31, 2016.

4. Concurrent with the record platting of the 3,600th single family residential unit or equivalent in p.m. peak hour trip ends, or County's completion of construction of Extension east of Curley Road (CR 577) or December 31, 2017, whichever occurs first.

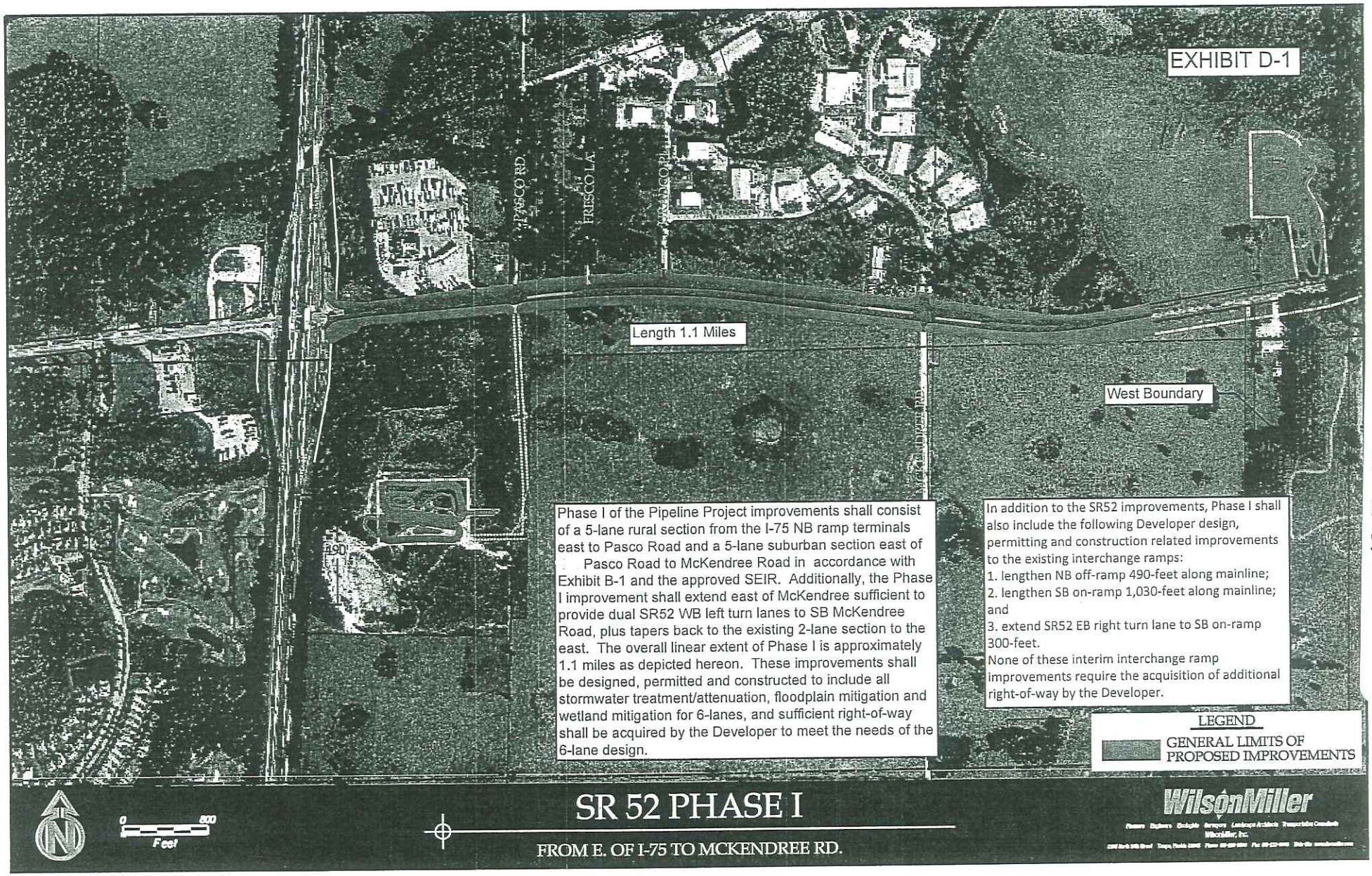
OR BK 7932 PG 498
59 of 84

Exhibit D-1

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Pipeline Project Phasing



The interchange lane lengths are approximate. Final design for these improvements must be approved by the Federal Highway Administration as outlined in DA Section E.7

Exhibit D-2

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Pipeline Project Phasing



OR BK 7932 PG 502
63 of 84

Exhibit D-3

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Pipeline Project Phasing



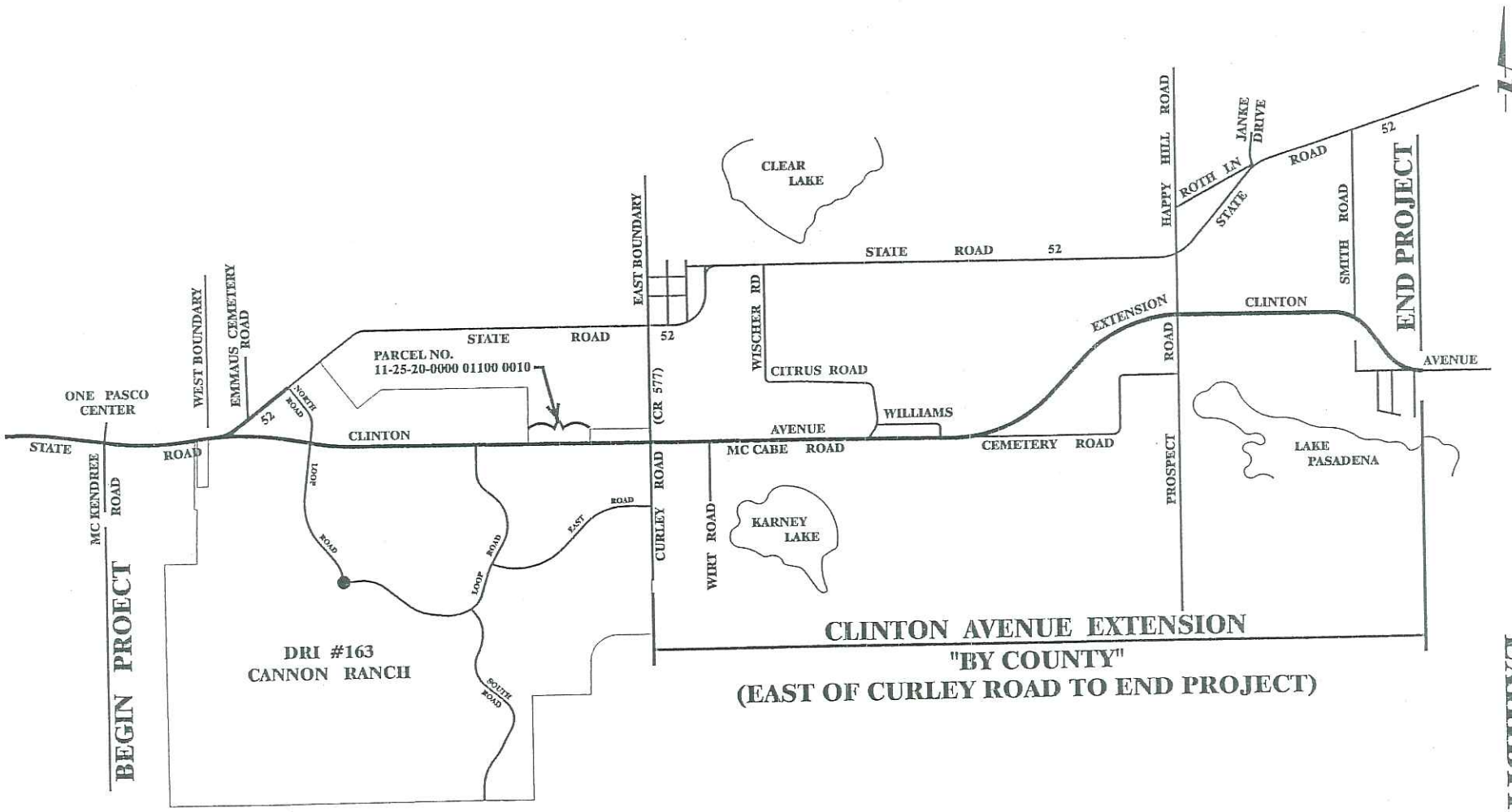
Phase II-B of the Pipeline Project (Clinton Avenue Extension), shall consist of a 4-lane suburban section from Bella Verde's North/Loop Road east to Curley Road in accordance with the County's approved PD&E Report, including intersection improvements as described on Exhibit I, Phase IIB, item 3. Phase II-B shall be constructed within the existing 175-foot wide right-of-way previously dedicated by the Developer to Pasco County. Additionally, the Developer shall acquire the "gap" (Parcel No. 11-25-20-0000-01100-0010) in the aforementioned right-of-way east of Bella Verde's Parcel 10 which is approximately 3.96 acres in size. The overall linear extent of Phase II-B is approximately 1.42 miles as depicted hereon. The Developer shall accommodate, design, permit and construct all stormwater treatment/attenuation, floodplain mitigation and wetland mitigation for 6-lanes. The County has previously designed that section of the Phase II-B between the east boundary of Bella Verde's Parcel 10 and Curley Road; accordingly, the County will assign to the Developer the right to use those plans for any necessary design and/or permitting modifications and construction subject to the review and approval of any such modifications by the County.

Exhibit E-1

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Clinton Avenue Project Limits


CLEAR LAKE
EAST BOUNDARY
STATE ROAD 52
HAPPY HILL ROAD
ROTH LN
JANKE DRIVE
STATE ROAD 52
SMITH ROAD
END PROJECT
WISCHER RD
CITRUS ROAD
EXTENSION
CLINTON AVENUE
WILLIAMS
CEMETERY ROAD
PROSPECT ROAD
LAKE PASADENA
WEST BOUNDARY
EMMAUS CEMETERY ROAD
PARCEL NO. 11-25-20-0000 01100 0010
STATE ROAD 52
NORTH LOOP ROAD
ONE PASCO CENTER
STATE ROAD 52
CLINTON AVENUE
MC CABE ROAD
(CR 577)
CURLEY ROAD
WIRT ROAD
KARNEY LAKE
MC KENDREE ROAD
BEGIN PROECT
DRI #163
CANNON RANCH
EAST LOOP ROAD
SOUTH LOOP ROAD
SOUTH ROAD
CLINTON AVENUE EXTENSION
"BY COUNTY"
(EAST OF CURLEY ROAD TO END PROJECT)
EXHIBIT E-1

| | | |

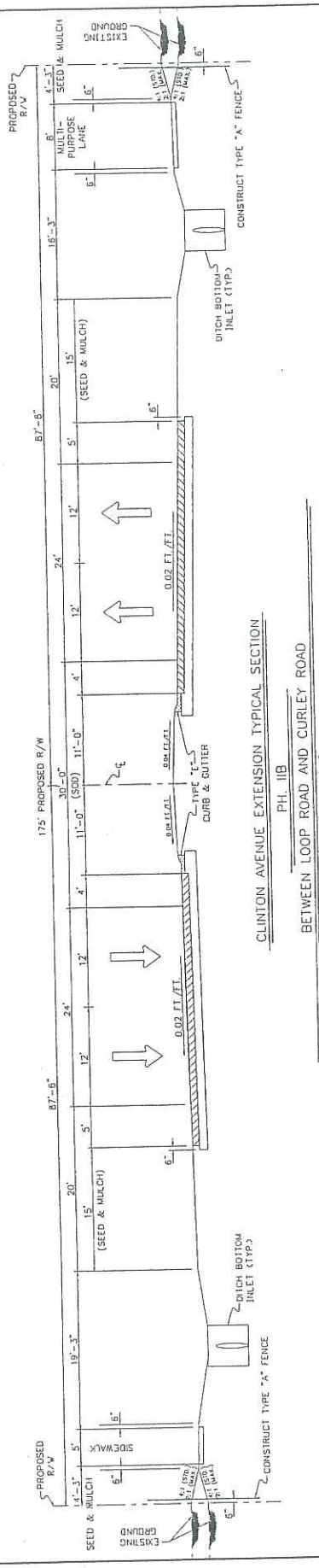
Exhibit E-2

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Clinton Avenue Extension Typical Cross-Section – Developers Extension

EXHIBIT E-2



CLINTON AVENUE EXTENSION TYPICAL SECTION
PH. IIB
BETWEEN LOOP ROAD AND CURLEY ROAD
NOT TO SCALE

NOTE: SECTION LOOKING EAST

MAIN LINE PAVEMENT
1" ASPHALT CONCRETE FRICTION COURSE TYPE FC-4
3" ASPHALT CONCRETE STRUCTURAL COURSE TYPE S-1
12" LIMEROCK BASE COURSE
12" STABILIZED SUBGRADE (LBR-40) TYPE B

Wilson Miller

CLIENT: CANNON RANCH LLC
PROJECT: DRI #163

TITLE: APPROVED STATE ROAD 52 PIPELINE PROJECT

Exhibit F

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Proportionate Share Computation

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 100% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	616	100%	$0
	Construct WB left turn lane	$88,660					$88,660
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	706	23%	$20,684
	Construct WB left turn lane	$156,969					$36,103
	Construct NB left turn lane	$146,909					$33,789
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	290	51%	$60,415
	Construct WB right turn lane	$94,992					$48,446
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	77	8%	$13,086
						Subtotal	$519,240

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	552	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	690	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	216	8%	$895,400
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	289	10.98%	$2,248,147
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	289	26%	$5,817,590
						Subtotal	$14,221,725
						TOTAL	$14,740,965

Less New Rule Proportionate Share at 93.8835% $14,178,557

$562,408

Plus Old Rule Proportionate Share at 93.8335% $1,915,460

TOTAL PROPORTIONATE SHARE $2,477,868

OR BK 7932 PG 510
71 of 84

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 93.8635% of Buildout

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	578	95%	$0
	Construct WB left turn lane	$86,680					$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	663	22%	$19,785
	Construct WB left turn lane	$156,969					$34,533
	Construct NB left turn lane	$148,909					$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	272	48%	$56,861
	Construct WB right turn lane	$94,992					$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	72	8%	$13,086
						Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	518	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	648	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	203	7%	$840,633
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	253	10.31%	$2,110,639
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	271	24%	$5,461,757
						Subtotal	$13,673,617
						TOTAL	$14,178,557

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DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, Old Equation, at 93.8835% of Buildout

Intersection	Recommended Improvement	Total	Existing Capacity		DRI Traffic	Improved Capacity	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A		N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057						$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	863		578	1,269	95%	$0
	Construct WB left turn lane	$89,660						$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501		863	5,514	22%	$19,765
	Construct WB left turn lane	$156,969						$34,533
	Construct NB left turn lane	$146,909						$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,480	329		272	896	48%	$56,881
	Construct WB right turn lane	$94,992						$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345		72	4,288	8%	$13,086
							Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Existing Traffic	Available Capacity	DRI Traffic	Improved Capacity	Proportionate Share Percent	Proportionate Share Cost
SR-52, I-75 to McKendree Road, EB	Widen to four lanes	$5,404,714	1,312	802	710	518	1,750	-43.78%	$0
SR-52, I-75 to McKendree Road, WB			1,312	459	853	494	1,750	-82.00%	$0
SR-52, McKendree Rd to North Rd, EB	Widen to four lanes	$5,260,588	1,190	585	605	648	1,750	7.64%	$201,012
SR-52, McKendree Rd to North Rd, WB			1,190	445	745	617	1,750	-22.89%	$0
I-75, I-275 to SR-56, NB	Widen to ten lanes	$11,731,405	3,950	3,124	826	203	6,780	-22.02%	$0
I-75, I-275 to SR-56, SB			3,950	2,695	1,255	193	6,780	-37.51%	$0
I-75, SR-56 to SR-54, NB	Widen to eight lanes	$20,475,689	2,850	3,124	-274	253	5,710	8.83%	$904,033
I-75, SR-56 to SR-54, SB			2,850	2,695	155	240	5,710	2.98%	$305,495
I-75, SR-54 to SR-52, NB	Widen to six lanes	$22,445,026	2,855	2,334	521	271	3,970	-22.39%	$0
I-75, SR-54 to SR-52, SB			2,855	2,013	842	258	3,970	-52.36%	$0
							Subtotal		$1,410,540
							TOTAL		$1,915,480

Development Agreement
EXHIBIT F
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Development Agreement

EXHIBIT F
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Table 1. DRI 163 Recommended Off-Site Transportation System Improvements and 2010 Cost Estimates.

Location	Recommended Improvement	Length	Cost		Exist ROW	Needed ROW	Needed SF(1)	ROW Cost/sf	Est ROW Cost	ROW	Signal	Total
McKendree Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.00	$0	$0	$150,000	$150,000
Curley Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.50	$0	$0	$150,000	$150,000
	Construct WB right turn lane	350 feet	$13,549	$13,543			3,665	$3.50	$12,828	$0	$0	$70,057
Pumpkin Road/SR-52	Thru-Way stop control	0 feet	$0	$0			0		$0	$0	$0	$0
	Construct WB left turn lane	530 feet	$20,507	$20,507			0	$3.00	$0	$0	$0	$86,660
	Construct EB right turn lane	550 feet	$21,281	$21,281			0	$3.00	$0	$0	$0	$89,930
Happy Hill Road/SR-52	Construct WB left turn lane	960 feet	$37,145	$37,145			0	$3.00	$0	$0	$0	$156,849
	Construct EB left turn lane	8.50 feet	$33,598	$32,115			3,732	$3.00	$11,196	$11,196	$0	$140,909
Pinecrest Road/Citation Avenue	Construct SB left turn lane	530 feet	$20,507	$20,507			[redacted]	$4.00	$31,800	$31,800	$0	$116,480
	Construct WB right turn lane	425 feet	$53,047	$16,445			[redacted]	$4.00	$25,500	$25,500	$0	$94,992
Old Pasco Road/SR-54	Construct EB right turn lane	450 feet	$56,164	$17,412			[redacted]	$3.00	$90,000	$90,000	$0	$163,580
SR 52- I-75 to Site (2)	Widen to 4D	1.40 miles	$3,021,914	$1,357,537	100	148	557,812	$11.00	$6,136,152	$6,136,152	$150,000	$10,865,302
I-75, I-275 to SR-56	Widen to ten lanes	1.67 miles	$7,007,899	$2,180,169	300	348	423,245	$5.95	$2,518,307	$2,518,307	$0	$11,731,405
I-75, SR-56 to SR-54	Widen to eight lanes	3.48 miles	$14,401,597	$4,464,495	300	312	226,483	$7.30	$1,609,597	$1,609,597	$0	$20,475,689
I-75, SR-54 to SR-52	Widen to six lanes	8.84 miles	$15,033,257	$4,650,313	300	306	210,356	$4.30	$2,751,446	$2,751,446	$0	$22,435,016
										Total		$86,544,078

Notes:
1. Right-of-way quantities in shading estimated by Pasco County.

	1999	2000
Highway Construction Cost per Lane-Mile:	$638,200	$659,035
Freeway Widening, 6 lanes to 10 lanes:	$4,065,400	$4,211,317
Freeway Widening, 4 lanes to 8 lanes:	$3,955,000	$4,139,390
Freeway Widening, 4 lanes to 6 lanes:	$2,185,600	$2,254,046
Unit Cost of Signal Installation:	$150,000	$150,000
Engineering Cost: 31% of Construction Cost		

per 1999 Transportation Costs (FDOT Office of Policy Planning, Policy Analysis and Program Evaluation, July 2000), or estimated therefrom as noted below:

Add 4 Lanes to Existing 6 (estimated)	$4,065,400
Add 4 Lanes to Existing 4 (estimated)	$3,955,000
Add 2 Lanes to Existing 6 (freeway - inside) With 10' Paved Shoulders	$2,258,000
Add 2 Lanes to Existing 4 (freeway - inside) With 10' Paved Shoulders	$2,185,600

New Construction		
zero to 6	$1,663,400	
zero to 6	$1,231,600	$431,800
zero to 4	$2,613,800	$618,000
zero to 2 (estimated)	$1,809,400	$804,400

Exhibit G

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Proportionate Share Credits and Impact Fee Credits

EXHIBIT G
BELLA VERDE PROPORTIONATE SHARE CREDITS
AND IMPACT FEE CREDITS

Improvement	Estimated Improvement Costs	Credit Percent
Costs Paid ▪ I-75 Mitigation Contribution ▪ Pipeline Project Design, Permitting for Right-of-Way Acquisition Subtotal	$ 2,100,000 $ 1,900,000 $ 4,000,000	100%
▪ Right of Way Acquisition (Pending) Complete acquisition of ROW necessary for Pipeline Project between I-75 and Bayou Branch and south 125' of Parcel No. 11-25-20-0000-01100-0010 for Phase II-B (Clinton Avenue Extension) lying east of Parcel 10	$ 6,500,000	100%
▪ Phase I Widen existing 2-lane to 5-lane suburban (5th lane NB off ramp free-flow/dedicated right turn to SB McKendree)with drainage facilities for 6 lanes from NB ramps to east of McKendree with tapers and intersection improvements at McKendree, including dual left turn WB to SB. Plus, interim ramp improvements to I-75 interchange as depicted on Exhibit D-1	$ 27,745,000	100%
▪ Phase IIA Widen / Construct SR 52 east of McKendree along the Clinton Avenue Extension alignment to North/Loop Road and existing 52 reconnection	$ 13,383,460	100%
▪ Phase IIB Construct Phase IIB (Clinton Avenue Extension) as a 4 lane divided road from North/Loop Road to East of Parcel 10.	$ 20,075,190	50%
Construct Clinton Avenue Extension as a 4 lane divided road from East of Parcel 10 to Curley Road.	$ 15,110,358	100%
Grand Total	$ 86,814,008	$ 76,776,413

Notes: 1. Projects are more particularly described on DA Exhibits D-1 thru D-3
2. Impact fee credits (1) will be provided based upon the applicable percentage of Estimated Improvement Costs as indicated above, or actual costs, whichever is less.

Exhibit G-1

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Proportionate Share Calculation

EXHIBIT G-1
BELLA VERDE PROPORTIONATE SHARE CALCULATION

LAND USE	PROJECT SIZE	PM PEAK-HOUR GROSS TRIPS (EQUATIONS)
Single Family (DU)	2,322	1,817
Condominium/Townhouse	2,051	716
Golf Course (holes)	18	49
Commercial/Retail (ksf)	135	763
Office (ksf)	100	191
	Totals:	3,536

Proportionate Share Value per PM Peak-Hour Gross Trip X $22,006/trip

Total Proportionate Share: $77,813,216

Exhibit H

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Revised Project Entitlements

EXHIBIT H

APPROVED LAND USES AND SCHEDULE OF ENTITLEMENTS

APPROVED LAND USES[i]

(Supersedes Table 1 of the September 8, 2004 Development Order upon BCC approval of these entitlements through an NOPC as required by Section J.6. of this amended and restated DA.)

Land Use	Project Size
Single-Family (du)	2,322*
Multi-Family Condominium/Townhouse (du)	2,051*
Golf Course (holes)	18
Commercial/Retail (ksf)	135
Office (ksf)	100

*The total number of dwelling units shall not exceed 4,373

[i] The progression of the project will be by dwelling units/square footage of development, as determined by market conditions. That is, the mix of multi-family, single-family residential uses and commercial (retail/office) square footage may vary within the geographic boundaries of the project as shown on the revised Mater development Plan, but the total development of the Project shall not exceed the gross external trips approved for the Project. In order to qualify as a retirement unit, any such unit must be deed restricted for residents at least 55 years of age, or which otherwise qualifies for a s deed restricted community for the purposes of the Federal Fair Housing Law.

Exhibit I

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Details for Intersection Improvements

EXHIBIT I

PIPELINE PROJECT INTERSECTION IMPROVEMENTS

The Bella Verde's (North Road/Main) connection to Existing SR52 Existing SR52 eastbound right turn lane to southbound North Road; Existing SR52 westbound left turn lane to southbound North Road, North Road northbound left turn lane to westbound Existing SR52. Not transportation impact fee (TIF) creditable.

PHASE I

1. SR52 AND Pasco Road SR52 eastbound left turn lane to northbound on Pasco Road resulting in median opening for future development to the south (i.e. employment center). 100% TIF creditable.

2. SR52 and McKendree Road SR52 eastbound left turn lane to northbound Corporate Boulevard (One Pasco Center); SR52 westbound dual left turn lanes (stripe-out (gull) outer left turn lane until signal warrants are met by others) to southbound McKendree Road; and SR52 westbound right turn lane to northbound Corporate Boulevard. Note: Northbound off-ramp free-flow lane become dedicated right turn lane at McKendree Road. 100% TIF creditable.

PHASE IIA

1. SR52/Clinton Avenue Extension and Existing SR52 SR52 eastbound left turn lane to northbound Existing SR52; Clinton Avenue Extension westbound to northbound Existing SR52 right turn lane; and realign Existing SR52 at a right angle to Phase IIA SR52/Clinton Avenue Extension improvement. 100% TIF creditable.

2. Clinton Avenue Extension and North/Loop Road Clinton Avenue Extension eastbound left turn lane to northbound North Road; Clinton Avenue Extension eastbound right turn lane to southbound Loop Road; Loop Road northbound left turn lanes (2) to westbound Clinton Avenue Extension/SR52; and North Road southbound left turn lane to eastbound Clinton Avenue Extension (stripe (gull) out until Phase IIB constructed). Not TIF creditable.

PHASE IIB

1. Clinton Avenue Extension and North/Loop Road Clinton Avenue Extension westbound left turn lane to southbound Loop Road; Clinton Avenue Extension westbound right turn lane to northbound North Road; open (remove striping (gulling) on North Road southbound left turn lane to eastbound Clinton Avenue Extension; and signalize intersection. Not TIF creditable.

2 Clinton Avenue Extension and Loop Road Clinton Avenue Extension eastbound left turn lane to Parcel 10 entrance; Clinton Avenue Extension eastbound right turn lane to southbound Loop Road; Clinton Avenue Extension westbound right turn lane to Parcel 10 entrance; and Clinton Avenue Extension westbound left turn lane to southbound Loop Road. Not TIF creditable.

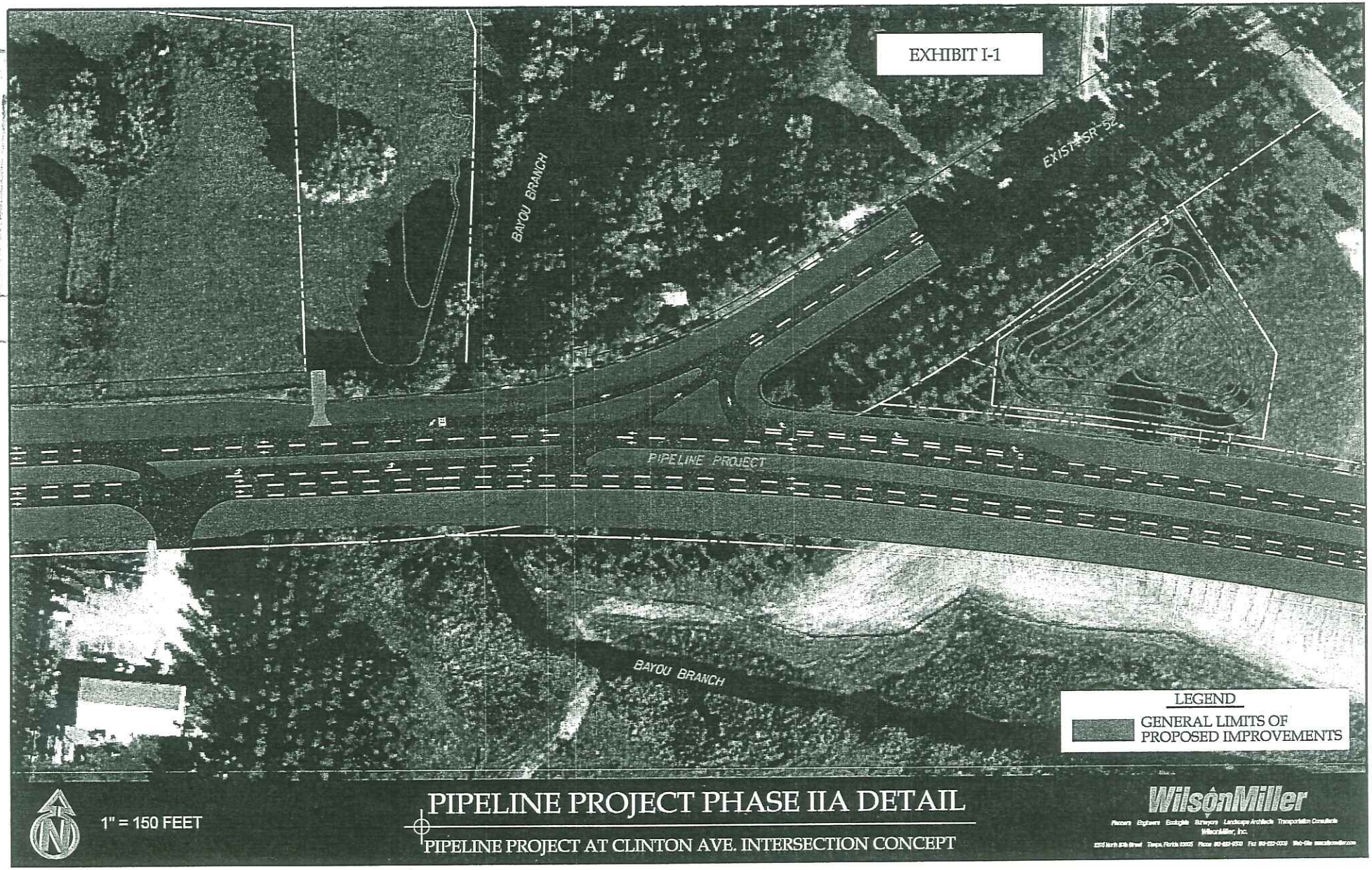
3 Clinton Avenue Extension and Curley Road Clinton Avenue Extension eastbound left turn lane to northbound Curley Road; Clinton Avenue Extension eastbound right turn lane to southbound Curley Road; Curley Road northbound left turn lane to westbound Clinton Avenue Extension; and Curley Road southbound right turn lane to westbound Clinton Avenue Extension. All Curley Road turn lane improvements offset to west so that no right-of-way acquisition required. 100% TIF creditable.

Exhibit I-1

DRI No. 163 – Cannon Ranch

Pasco County Development Agreement

Pipeline Project Phase IIA Detail



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#163

PASCO COUNTY, FLORIDA

FAX	(727) 847-8084	GROWTH MANAGEMENT DEPARTMENT
DADE CITY	(352) 521-4274	WEST PASCO GOVERNMENT CENTER
LAND O' LAKES	(813) 996-7341	7530 LITTLE ROAD, SUITE 320
NEW PORT RICHEY	(727) 847-8193	NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7000 1530 0001 7712 1968
RETURN RECEIPT REQUESTED

September 17, 2004

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

RE: Cannon Ranch - Development of Regional Impact (#163)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Cannon Ranch Development of Regional Impact #163, Development Order Amendment (Resolution No. 04-267), 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 September 8, 2004.

Sincerely,

Michael LaSala, AICP
Senior Planner

Enclosure

REVISED MAP H-2003

Located in Original Development Order Book

THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 04-267

A RESOLUTION AMENDING, CONSOLIDATING, AND RESTATING THE DEVELOPMENT ORDER FOR THE CANNON RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 163.

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), the Pasco County Board of County Commissioners adopted a development order approving, with conditions, the Cannon Ranch Development of Regional Impact (DRI), by Resolution No. 89-145, amended by Resolution Nos. 90-169 and 01-159; and,

WHEREAS, on March 20, 2001, the Board approved a Restated and Amended Development Order approving, with conditions, the Cannon Ranch DRI No. 163 (Amended DO), in response to a Notice of Proposed Change (NOPC) for Cannon Ranch DRI No. 163 (Project); and,

WHEREAS, the Amended DO included Exhibit "F," which describes the developer's proportionate share, the required roadway and intersection improvements required at Project build-out, and transportation mitigation conditions which the Florida Department of Community Affairs (FDCA), an agency of the State of Florida, found to inadequately address certain provisions of Section 380.06(15), F.S., and Rule 9J-2.045, Florida Administrative Code (FAC); and,

WHEREAS, on March 13, 2001, the FDCA determined that Rule 9J-2.0255, FAC, in effect at the time of the DO (the Old Rule), should have been used to calculate the proportionate share due for that portion of the Project which is equivalent to the impacts of Phase 1 of the Project as identified in the original DO and that Rule 9J-2.045, FAC, as in effect at the time of the Amended DO (the New Rule), should be used to calculate the proportionate share due for the balance of the Project; and,

WHEREAS, a dispute arose regarding the transportation conditions in the Amended DO, including the estimated developer's proportionate share, the required roadway improvements, and the lack of consistency of mitigation with Rule 9J-2.045, FAC, requirements; and,

WHEREAS, in order to avoid litigation, resolve the dispute, and remove any uncertainty as to the calculation and use of the proportionate share as well as mitigation conditions in the Amended DO, the FDCA and Thompson Station Enterprises, LLC, a Florida limited liability corporation (Thompson Station) (collectively, the Parties) agreed to enter into an agreement clarifying such issues; and,

WHEREAS, on June 18, 2001, the Parties entered into a Section 380.032 Agreement (Agreement) (Exhibit I) to resolve a dispute regarding the transportation conditions in the Amended DO. The said Agreement included provisions to resolve the dispute, including a requirement for the Parties to submit an NOPC by December 31, 2001, to accomplish an amended DO consistent with the said Agreement; and,

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 1-90 OF 90 PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 6/10/04
JED PITTMAN, CLERK TO THE BOARD
BY [signature] D.C.

WHEREAS, on December 28, 2001, Thompson Station filed an NOPC with Pasco County, Florida (County), Tampa Bay Regional Planning Council (TBRPC), and FDCA; and,

WHEREAS, subsequent to the filing of the third NOPC, Cannon Ranch, LLC, purchased the Project from Thompson Station, and Thompson Station assigned the rights as Developer to Cannon Ranch, LLC (Developer); and,

WHEREAS, in order to provide a single DO document incorporating all applicable provisions of the initial DO and subsequent modifications, a Consolidated and Restated DO has been prepared; and,

WHEREAS, the Board is the local government, governing body having jurisdiction over the review and approval of the said DRI in accordance with Section 380.06, F.S., as amended; and,

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

WHEREAS, the proposed change would revise and modify certain provisions of the Restated DO, including those related to transportation and mitigation of impacts therefrom, but would not extend the final date for build-out of the development.

NOW, THEREFORE, BE IT RESOLVED by the Board in regular session, duly assembled this ____ day of _____, 2004, that the DO for the Project be amended, consolidated, and restated (Second Amended DO) as set forth below:

I. **GENERAL FINDINGS OF FACT**: The Board, having received all related comments, testimony, and evidence submitted by each party and members of the general public, finds that there is substantial evidence to support the following findings of fact:

A. The Board approved Cannon Ranch DRI on April 18, 1989.

B. The Board approved the first NOPC on June 12, 1990.

C. The Board approved the second NOPC on March 21, 2001, and the amended and restated DO.

D. The Developer has submitted a request for approval of a third NOPC simultaneously to the County, TBRPC, and FDCA.

E. The above-referenced third NOPC to the Project is not a substantial deviation and, therefore, does not require further DRI review pursuant to Section 380.06(19), F.S., as amended.

F. Notice of the hearing was published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the hearing.

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

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

I. The Board has received and considered the TBRPC report on the above-referenced third NOPC.

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

K. The real property encompassed by this proposed DRI is owned by the Developer; New Cities Land Company, Inc.; Bates Properties, Inc.; and DAD Properties, LLC; and a description of the said real property is attached hereto as Exhibit A and made a part hereof by reference.

L. The nature, type, scope, intensity, density, costs, and general impact of the second NOPC for the DRI is that which is summarized on Composite Exhibit B, Application for Development Approval (ADA), sufficiency responses, and associated correspondence; Resolution No. 90-169, as approved by the Board on June 12, 1990, for the first NOPC is attached hereto as Exhibit C and made a part hereof by reference; Resolution No. 01-159, as approved by the Board on March 21, 2001, for the second NOPC is attached hereto as Exhibit D and made a part hereof by reference and in attached Exhibit E, the specific Findings of Fact contained on Pages 4-19 and 35-67 of the TBRPC Final DRI Report of the original DRI. The said exhibits are incorporated into the DO by reference herein. Further, the Developer's Commitments are attached as Exhibit F and the Proportionate Share Computation is attached as Exhibit G.

M. For the purposes of the balance of this Second Amended DO, "Application" shall mean the original DRI application as modified by the first, second, and third NOPC.

N. The proposed Pasco County Future Land Use Map classifications of the area subject to the Application are ROR (Retail/Office/Residential), RES-6 (Residential - 6 du/ga), and RES-3 (Residential - 3 du/ga). The land uses proposed in the Application are consistent with the policies of the adopted Pasco County Comprehensive Plan, subject to compliance with the conditions of this DO, the Development Agreement (DA), and the MPUD Master Planned Unit Development zoning conditions.

O. Zoning on the property which is subject to the Application is MPUD Master Planned Unit Development and C-2 General Commercial.

II. **CONCLUSIONS OF LAW**: The Board, having made the above findings of fact, reaches the following conclusions of law:

A. The Project will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed by the Application.

B. The Project is consistent with the State Land Development Plan.

C. The development is consistent with the report and recommendation of the TBRPC.

D. The development is not in an Area of Critical State Concern.

E. The above-referenced NOPC to the Project is not a substantial deviation and, therefore, does not require further DRI review pursuant to Section 380.06(19), F.S., as amended.

F. This Second Amended DO supercedes and replaces in its entirety the DO approved by Resolution No. 89-145 by the Board on April 18, 1989; the first amendment to the said DO approved by the Board on June 12, 1990, under Resolution No. 90-169; and the Restated DO approved by the Board on March 21, 2001, under Resolution No. 01-159. Unless otherwise specifically indicated, "Development Order" or "DO" shall hereafter mean this Second Amended DO.

III. **APPROVALS**:

A. Specific approval with conditions is granted for the entire Project as detailed below.

B. All development of the property subject to this DO shall substantially conform to the Application, unless otherwise modified by the provisions of this DO. Additional adverse impacts caused by the Project beyond those which were predicted in the Application shall not ensue unless, prior to the issuance of construction permits, mitigation is being implemented or is programmed pursuant to Pasco County, FDCA, and TBRPC policies and regulations.

C. Development of the area encompassed by the Application shall also be governed by the standards and procedural provisions of the adopted Pasco County Comprehensive Plan presently in effect and by land development regulations of Pasco County current at the time of preliminary plan/preliminary site plan submittals.

1. The requirements of and conditions imposed by the DO shall constitute regulations or restrictions which govern the development of the property described in Exhibit A, attached hereto. Following the adoption of this DO, all plans for development on the referenced property shall be consistent with the conditions and restrictions recited therein. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.

2. As provided in Chapter 190, F.S., and subject to the Board's separate approval of the creation of Community Development District(s) (CDD), CDD(s) are hereby authorized to undertake the funding and construction of any of the Project, whether within or without the boundaries of the district which are identified in this DO. Further, any obligations and rights of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County. The CDD shall be in conformance with Chapter 190.

D. If the Board determines, after due notice and hearing, that any development on an individual tract or increment is not in substantial compliance with the DO, the Board may direct that all development on that increment or tract shall cease until it is determined that the increment or tract in question can be developed in substantial compliance with the DO.

E. All of the Developer's Commitments attached as Exhibit F hereto (which are those set forth in TBRPC's original, final DRI Report as modified hereby) shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this DO.

F. The Developer shall adhere to the conditions of approval attached to the rezoning amendment for the subject property under Rezoning Petition No. 5634, approved by the Board on March 20, 2001, as the same shall be modified or amended pursuant to petition by the Developer approved by the Board.

IV. SPECIFIC CONDITIONS:

A. Project Authorization

1. Development of the Project is authorized to proceed pursuant to the applicable mix of approved land uses described in Table 1. DRI Annual Reports shall summarize the cumulative number of residential units and the cumulative amount of retail and office square footage for which Building Permits have been issued by Pasco County.

Table No. 1
Pasco County DRI No. 163
Approved Land Uses[1]

Land Use	Project Size
Single-Family (du)	2,350*
Accessory Dwellings	400*
Multifamily Condo/Townhouse	250*
Multifamily/Resort Style (du)	1,500*
Retirement Housing Units	2,600*
Golf Course (Holes)	36
Park (Number)	2
Commercial/Retail (000,ksf)	183
Office (000, ksf)	52

* The total number of dwelling units shall not exceed 6,700.

2. The Developer shall be required to pay all applicable impact fees and receive any applicable credits pursuant to the applicable impact fee ordinance, this DO, and the DA.

B. Land Use

1. Prior to approval of the first preliminary plan/preliminary site plan, the Developer shall submit to the Pasco County Surveyor a recent (within six (6) months of approval of this DO) boundary survey of the Project which has been certified by a Florida registered land surveyor and is referenced

1 The progression of the Project will be by dwelling units/square footage of development, as determined by market conditions. That is, the mix of multifamily, single-family residential units, and commercial (retail/office) square footage may vary within the geographic boundaries of the Project as shown on Revised Map H-2003, but the total development of the Project shall not exceed the net external trips approved for the Project. In order to qualify as a retirement residential unit, any such unit must be deed restricted for residents at least 55 years of age, or which otherwise qualifies for a deed-restricted community for purposes of the Federal Fair Housing Law. An accessory dwelling is one constructed on the same lot as the primary dwelling with its own cooking and bath facilities.

to a minimum of three (3) monuments to be provided by the Developer that are tied to State plane coordinates by Global Positioning System methods and approved by the Pasco County Surveyor. The coordinates of the monuments shall be shown on the said survey. Moreover, the monuments shall:

a. Comply with the National Geologic Survey Data Base Standards, Chapter 21 HH-6, FAC, as amended, and approved by the Pasco County Surveyor.

b. Be unobstructed and accessible on a twenty-four (24) hour basis and located on public property, unless otherwise approved by the Pasco County Surveyor.

c. Be conveyed by the Developer to Pasco County at the time of final plat approvals.

C. Water Quality and Drainage

1. All drainage system components shall comply with Chapters 17-25, 40D-4, and 40D-40, FAC, as amended, as well as all other applicable local, State, and Federal rules and regulations.

2. The Developer shall, at minimum, institute and implement ground and surface water monitoring to ensure that there is no degradation of water quality caused by development of the Project. The program shall be initiated no later than six (6) months prior to the commencement of on-site construction activity in order to ensure adequate background data is obtained through Project build-out. The Southwest Florida Water Management District (SWFWMD) and other appropriate agencies, pursuant to applicable law, will approve the parameters proposed to be tested, sampling locations, methodologies, and frequencies, and shall review the monitoring results. All analytical methods and procedures used shall comply with the United States Environmental Protection Agency/Florida Department of Environmental Protection (FDEP) Quality Control Standards and Requirements. The water-quality monitoring program shall be expanded concurrent with development of the Project. Documentation that all required monitoring plans and mitigative measures have been implemented shall be provided to Pasco County as part of each annual report. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County immediately and, if caused by on-site activities, such causal on-site activity shall cease until the violation is corrected.

3. Stormwater discharge from impervious surfaces into the sinkhole pond located along the western boundary of the Project must be in compliance with the requirement of Chapter 62-25, FAC, as amended.

4. The Developer shall implement best management practices for reducing water-quality impacts as recommended by currently adopted regulations of Pasco County and the SWFWMD.

5. An Integrated Pest Management Program will be developed for the golf course and common areas of the Project as part of environmental, site-management planning.

D. Wetlands

1. The wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan and jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency; i.e., SWFWMD, FDEP, or the Army Corps of Engineers. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan and platted as conservation/preservation areas. Allowable activities therein will be regulated and the area delineated by the FDEP and SWFWMD permitting criteria except for exempted wetlands. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan. The area contained therein shall be platted, or where no platting is required, designated as preservation or conservation areas, whichever is appropriate.

2. Lot lines shall not extend into wetland areas under the jurisdiction of the FDEP and SWFWMD. A minimum five (5) foot buffer shall be maintained around these areas, except wetlands altered in accordance with applicable dredge and fill permitting, both existing and proposed. Ownership and maintenance shall be provided by the mandatory homeowners'/property owners' association.

3. All modifications to on-site wetlands shall be carried out so as to maintain natural hydroperiods and flows pursuant to applicable local, State, and Federal regulations and as permitted by applicable regulatory agencies including any special conditions that may be attached to such permits. Documentation that the modifications meet regulatory and permitting criteria shall be reported as part of each annual report. Any variation from these requirements, mandated through the permitting process, shall be documented in the next annual report following issuance of the permit.

4. Use of on-site wetlands for stormwater treatment and disposal of treated wastewater effluent shall be carried out only where permitted by applicable local, State, and Federal regulations.

5. Monitoring of wetlands and wetlands hydroperiods shall be performed by the Developer and a report thereof, including any significant adverse alterations to wetlands hydroperiods, shall be part of the annual report. If it is apparent to applicable regulatory agencies that development regarding preservation/conservation areas is proceeding in violation of applicable permit conditions, Pasco County, and/or the applicable regulatory agency, shall notify the Developer and shall direct that the development activity which is in violation be corrected or cease until remedial measures have been taken to correct the violation and to cause the work to be in compliance with the permit conditions. Documentation that required remedial measures have been implemented shall be provided in the annual report, if applicable. All mitigation areas and littoral shelves shall be monitored semiannually for a period of four (4) years. Monitoring shall include species diversity and composition and efforts to control nuisance species encroachment.

Additional planting shall be performed, as necessary, to maintain an eighty (80) percent survival of planted species at the end of three (3) years.

6. Wetlands encroachment shall be mitigated on a minimum one-to-one, in-kind basis elsewhere on site or off site as approved by Pasco County. Mitigation for wetland losses shall be implemented prior to or concurrent with the wetlands being disturbed.

E. Flood Plains

1. The Developer shall designate appropriate Project facilities as hurricane shelters/host facilities for residents of this Project.

2. There shall be no net loss of hydrologic storage capacity within the 100-Year Flood Plain as defined in surface-water management permit applications for the Project submitted to the SWFWMD.

3. Base floor elevations for all habitable structures shall be at or above the 100-Year Flood Plain elevation. All preliminary plan submittals shall show 100-Year Flood Plain elevations.

F. Soils

1. The Developer shall, at minimum, implement the soil conservation measures referenced on Page 14-5 of the Application for Development Approval (ADA).

G. Air Quality

1. Roadway and intersection improvements listed in Table 3 of the DO are not required for the purpose of meeting applicable National Ambient Air Quality Standards.

H. Natural Vegetation and Wildlife

1. Relocation and/or habitat (upland as well as wetland) preservation plans for all threatened and endangered species previously reported in the Application as being present on development tracts shall be implemented as approved by the Florida Fish and Wildlife Conservation Commission (FFWCC) and other applicable regulatory agencies pursuant to applicable law. Documentation of compliance shall be submitted as part of the annual report prior to the issuance of any Building Permits for the affected tracts.

2. Prior to the first preliminary plan/preliminary site plan approval, the Developer shall conduct an appropriate follow-up survey for the presence of on-site nesting locations of sandhill cranes, southern kestrels, Sherman fox squirrels, and wood stork roosts or rookeries. If this survey reveals the existence of such nesting sites and the impacts of the proposed development on these species cannot be satisfied by the habitat preservation/relocation plans referenced above, then the Developer shall take protection steps, and shall continue to monitor the status of those species on or near the site. The monitoring results, if required, shall be submitted as part of the annual report.

3. Should any species other than those mentioned above which are listed in Section 39-27.003.005, FAC, as amended, be observed frequenting the site for nesting, feeding, or breeding prior to or during development, proper protection/mitigation measures shall be employed in cooperation with the FFWCC.

I. Historical and Archaeological Sites

1. The discovery of any significant historical or archaeological sites shall be reported to the Florida Division of Historical and Archaeological Resources and to Pasco County; and the disposition of such sites shall be determined in cooperation with the Florida Division of Historical and Archaeological Resources and Pasco County.

2. The Developer shall comply with the recommendations of Exhibits 19.1-1 and 19.1-2 of the Sufficiency Resource. Archaeological Site 8Pa2O2 (the Egg Hole site) shall be excavated and surveyed by a professionally capable entity prior to ground clearing or ground disturbing activities within the affected area until the significance of the site has been determined and written authorization to proceed with such activities has been received from the Florida Department of State and Pasco County. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the annual report.

J. Utilities: Water Supply, Wastewater Treatment, and Electric Power Services

1. Water and wastewater treatment shall be provided pursuant to the Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village, and Route 347, dated February 10, 1987, as it may be amended from time to time. A Master Utility Plan for the entire development must be submitted to the Pasco County Utilities Department for review and to the DRC for approval prior to approval of the first preliminary plan/preliminary site plan. This Utility Plan shall minimally show the following:

a. Trunk sewer lines and lift stations.

b. Main potable water lines and nonpotable water lines.

c. Any overhead electric lines.

d. Method of lighting all major roads.

e. Sewage treatment facility location.

f. The proposed method of treatment and the possibility of a nonpotable water system for irrigation.

2. Upon a determination by Pasco County that a need for the same exists, then within 120 days of a written request from Pasco County, the Developer shall donate to Pasco County one (1) three (3) acre well site for a water production facility as shown on the approved MPUD Master Planned Unit Development Plan, as amended.

3. Water-saving devices shall be required in the Project as mandated by Chapter 533.14, F.S., 1985 (the Florida Water Conservation Act).

4. Native vegetation shall be used in landscaping wherever feasible. Deed restrictions will be designed to provide a drought-tolerant, plant list; required water-conserving, irrigation systems; and incentives to create "natural areas" with native plants.

5. Irrigation shall be from reuse of treated effluent as set forth in the agreement referenced in Condition No. IV.J.1 above, where available and as permitted by appropriate regulatory agencies. Responsibility for installation of a dual, water-supply system shall be in accordance with the appropriate Utilities Service Agreement.

6. At the option of the County, and in lieu of the donation of the three (3) acre well site, the County may request the Developer to pay the County the sum of Seventy-Five Thousand and 00/100 Dollars ($75,000.00) for use in the construction of any additional water production facilities that may become necessary to provide service to the area.

K. Solid/Hazardous Waste

1. The collection, transportation, and disposal of solid waste is controlled by Pasco County ordinance(s) and shall take place in accordance with the terms of the said ordinance(s).

2. Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the Project.

L. Energy

1. The Developer shall implement the energy-conservation measures referenced on Page 25-6 to 25-8 of the ADA; however, the Developer shall not be required to build the percentage of attached housing or cluster buildings referenced in the pages identified.

2. Where economically feasible, all Project residents and businesses may use energy alternatives, such as solar energy, resource recovery, waste heat recovery, and cogeneration.

3. Energy-conservation programs shall be encouraged by the Developer to promote energy conservation and recycling by residents, employees, buyers, suppliers, and the public. A report on the implementation of and participation in energy-conservation programs shall be included in each annual report.

M. Transportation

1. Proportionate-share regional, roadway link and intersection improvements required to mitigate the transportation impacts of the Project are listed in Exhibit G of this DO, along with the costs thereof, the cost of necessary additional right-of-way, if any, and the Developer's proportionate share thereof as provided herein. The Developer's proportionate-share contribution for impacts of the build-out

Project is Two Million Four Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight and 00/100 Dollars ($2,477,888.00) in Year 2001 dollars. This amount has been calculated pursuant to the determination of the FDCA dated March 13, 2001, as follows:

a. The Developer's proportionate share for the originally approved Phase One of the project is estimated as One Million Nine Hundred Fifteen Thousand Four Hundred Eighty and 00/100 Dollars ($1,915,480.00), in 2001 dollars, pursuant to Old Rule, Rule 9J-2.0255, FAC.

b. The Developer's proportionate share for the balance of the project, that is now receiving specific approval, is Five Hundred Sixty-Two Thousand Four Hundred Eight and 00/100 Dollars ($562,408.00), in 2001 dollars pursuant to the New Rule, Rule 9J-2.045, FAC.

c. The Developer's total proportionate share for transportation impacts, calculated with the hybrid approach, is Two Million Four Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight and 00/100 Dollars ($2,477,888.00), in 2001 dollars.

d. The Developer has elected to design and construct the S.R. 52 Pipeline project (hereinafter Pipeline Project), as described in the attached DA, in order to mitigate the transportation impacts of the Project and the non-I-75 portion of its proportionate share obligation.

e. The portion of the DRI's proportionate share attributable to impact to I-75 (the I-75 Share), at build-out, is One Million Seven Hundred Fifty-Seven Thousand Six Hundred Thirty-Six and 00/100 Dollars ($1,757,636.00), in 2001 dollars.

2. Traffic Monitoring. Prior to preliminary site plan approval/plat approval of fifty (50) percent of the DRI entitlement (including already build portion) in terms of p.m. peak-hour projected trip generation, the Developer shall institute an annual monitoring program and provide annual monitoring reports to Pasco County to verify that the allowable trips are not exceeded. The total driveway trips of the development shall not be allowed to exceed 1,975 inbound or 1,856 outbound p.m. peak-hour trips, for a total of 3,831 p.m. peak-hour trips. The monitoring program shall be in accordance with the following:

a. The monitoring program shall contain field traffic 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 Pasco County.

b. If the monitoring reports indicate that the allowable trips are exceeded by more than five (5) percent, Pasco County shall conduct a substantial deviation determination and may amend the DO to change or require additional improvements.

3. Mitigation. The Developer shall fully mitigate its transportation impacts by means of constructing the Pipeline Project, payment of the I-75 Share, and payment of transportation impact fees (TIFs), all as more fully set forth in the DA attached hereto as Exhibit "I" and made a part hereof. In the

event of any conflict between this DO and the DA relating to transportation mitigation for the Project, the DA shall prevail.

a. Notwithstanding the foregoing, upon adoption of this DO, the Developer may proceed to develop 658 nonrestricted, single-family dwellings; 150,000 gross leasable square feet of commercial space; and an 18-hole golf course, or the equivalent thereof in terms of p.m. peak-hour trip-ends. During this initial increment of development, the Developer shall pay TIFs in accordance with the TIF Ordinance as it may be amended from time to time.

b. The DA includes the following:

(1) The final, detailed scope of the Pipeline Project improvement(s).

(2) A specification of the phasing of the Pipeline Project.

(3) A schedule for construction plans, permitting, right-of-way acquisition, and construction for each phase of the Pipeline Project to ensure the Pipeline Project is expeditiously constructed.

(4) A requirement that if the Developer should fail to adhere to the schedule of tasks in accordance with the DA, then no further Building Permits or development approvals shall be issued until the Pipeline Project has been recommenced to the satisfaction of the County.

(5) Provisions for assistance from Pasco County in the acquisition of right-of-way as needed.

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

Subject to the terms of the DA and the County's remedies for failure to comply with such terms, the execution of the DA, together with completion of Phases One and Two of the Pipeline Project construction plans, the issuance of permits, and posting of the financial performance guarantee(s) for the cost of required right-of-way and construction for Phases One and Two of the Pipeline Project shall authorize the Developer to proceed with maximum development of 66.7 percent of the land uses in Table 1 of this DO; i.e., development that generates 2,555 external p.m. peak-hour trip ends.

c. The Developer will pay its I-75 Share (in the sum of One Thousand Seven Hundred Fifty-Seven Six Hundred Thirty-Six and 00/100 Dollars ($1,757,636) in 2001 dollars to the County on or before January 2, 2006, to be used towards Florida Department of Transportation's (FDOT) six (6) laning of I-75 from I-275 to S.R. 52. The County shall enter into such agreements as it deems necessary to transfer the funds to the FDOT for such improvements or for a parallel facility if the FDOT cannot timely construct the subject six (6) laning.

Any material changes to the DA affecting the requirements in Sections IV.M.3.b and c above will be identified in the DO through the NOPC/DO process pursuant to Chapter 380, F.S., and Rule 9J-2, FAC Other amendments to the DA shall not require an NOPC or DO amendment.

4. Site Access Timing. If the initial access point to the Project is on S.R. 52, then no preliminary plan/preliminary site plan shall be approved which would result in more than 851 outbound or 910 inbound p.m. peak-hour trips until a second access point to C.R. 577 (Curley Road) is constructed. If the original access point is to Curley Road, then no preliminary plan/preliminary site plan shall be approved which would result in more than 586 outbound or 589 inbound p.m. peak-hour trips until a second access point to S.R. 52 is constructed. In no case, shall there be any approvals of record plat or issuance of final site plan approval where no plat is required beyond the 2,000th dwelling unit until the internal road network connects S.R. 52 to C.R. 577 (Curley Road).

5. Site Access Improvements. The Developer shall construct the appropriate case-intersection improvement at all Project entrances which shall include at minimum left-turn storage and right-turn acceleration/deceleration lanes and install traffic-control signals when warranted. The exact configurations, which include the Project access roads, shall be approved by Pasco County at or before the time of approvals of the preliminary plan/preliminary site plans. The improvements referenced in this subparagraph shall be considered site-specific and not eligible for impact fee credits.

6. Further Traffic Study Required. There shall be no DO time extension beyond the Year 2010 unless a Chapter 380, F.S., traffic analysis is approved by the County and reviewed by the FDOT and TBRPC.

N. Educational Facilities

The Developer shall identify alternative plans for school sites. One plan shall identify two (2) school sites: one of which shall consist of a minimum twenty (20) upland useable acres and one of which shall consist of a minimum of thirty (30) upland useable acres. If feasible, a second plan may also identify one (1) site consisting of a minimum fifty (50) upland useable acres for two (2) schools. The District School Board of Pasco County (the "District") shall, under any and all conditions, have the absolute right to require conveyance of one (1) or both sites in accordance with this paragraph. The proposed sites shall be in a location and configuration that meet the District's needs, without material, adverse impact on the Developer's plan, and contemplate and give consideration to the location of age-restricted occupancy, if any. Conveyance of the selected site(s) shall take place within sixty (60) days of the written request by the District; i.e., within sixty (60) days of each request if both sites are separately requested. The proposed site(s) shall be free and clear of all liens, excluded from the boundaries of any special district, and exempt from all covenants and deed restrictions. In all events, the District shall be required to request the school site(s) within seven

(7) years from the date of the issuance of the first residential Certificate of Occupancy (CO) of the Project, or the District shall be deemed to have waived its right to request the same. The County shall issue school impact fee credits to the Developer in an amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) per usable upland acre that is actually conveyed to the District. The said credits shall be issued after proof of the conveyance of the site(s) to the District is produced by the Developer to the County. Credits may be utilized by the Developer at its discretion subject only to the requirements of the Pasco County School Impact Fee Ordinance (the "Ordinance"), as amended. Should the Developer record restrictions requiring occupancy of all or a portion of the Project to be by persons at least fifty-five (55) years of age and otherwise qualifying as retirement units for purposes of the Federal Fair Housing Law, Section 760.29, F.S., and meeting the waiver requirements of the Ordinance, as amended, the Developer, the District, and the County may enter into an agreement that extinguishes unused impact-fee credits in exchange for the balance of the purchase price of the school site(s) to be paid in cash. In no event shall the Developer receive more than the equivalent of Fifteen Thousand and 00/100 Dollars ($15,000.00) per usable upland acre in any combination of credits and cash. The Developer may review the architectural and site plans for the proposed construction on the site(s); however, the Developer acknowledges that Pasco County has no control over this matter and the Developer shall communicate its comments directly to the District on this matter. The Developer further acknowledges that the District will only receive Developer's comments, and the District shall have no obligation to accept, apply or utilize such comments.

O. Fire and Police Protection

1. Fire protection shall be provided by the Pasco County Emergency Services Department, and police protection shall be provided by the Pasco County Sheriff's Office.

2. Within ninety (90) days of the adoption of the DO, the Developer shall convey to Pasco County a minimum of two (2) useable, contiguous, upland acres for the purpose of a public-service site. The site which shall be at a mutually agreed upon location to both the County and Developer within 1,500 feet of S.R. 52 and shall provide immediate and direct access to S.R. 52 unless otherwise approved by the DRC. In the event that the parties cannot agree on a site, the Developer agrees to pay Pasco County the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) to acquire off-site property within sixty (60) days of the County's request.

P. Library Facility

The Developer agrees to donate to the County a mutually acceptable site of up to five (5) acres in size within the Village District, Business District, or other approved location for a library facility. The Developer may have up to 120 days to donate such land from the time of formal written request from the County provided, however, that the County shall agree not to make such a request for the said site until funding is appropriated to construct the library facility. If the County makes such a request, then the donation

of the library site shall act as credit toward the land portion of the library impact fees according to the provisions of the Library Impact Fee Ordinance. The Developer shall be reimbursed for impact fees theretofore paid to the extent the land donation would amount to a duplicate payment. The Developer shall have the right to architectural and site plan review in order to ensure both the structure and site are compatible with the Project's Village District. However, if after platting and/or final site plan approval of fifty (50) percent of the 6,700 residential units allowed for the Project, the County has not appropriated the funds for construction and formally requested the donation of the library site, then the Developer shall no longer be required to make such a donation. The library site area may, with County approval, be reduced if the Developer can demonstrate to the County that shared parking is available at or near the library site and/or the Developer provides for the treatment and attenuation of stormwater from the library site within the Project's master stormwater system.

V. **DURATION**

A. This DO shall take effect on April 18, 1989.

B. The duration of the DO shall be a period of twenty-six (26) years, expiring April 18, 2015. The effective period may be extended by the Board upon a showing of good cause. Application for such extension shall be made at least sixty (60) days prior to the expiration date.

C. If the development does not commence within three (3) years of the date of adoption of this Second Amended DO, Pasco County shall conduct a substantial deviation determination. Commencement of development shall mean development of infrastructure, roadways, or vertical development unless otherwise approved by Pasco County.

D. Subject to compliance with the DO, DA, and applicable provisions of the Pasco County Comprehensive Plan and Land Development Code, the approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction before April 18, 2015, which is twenty-six (26) years from the date of adoption of this DO, unless Pasco County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred, or that the DO was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

E. In the event of an appeal of the DO, all schedules and deadlines set forth herein shall be extended by an amount of time equal to the time involved in the appeal.

F. The build-out date for the entitlements in Table 1 is December 31, 2010.

VI. **MONITORING PROCEDURES**

A. Monitoring of this DO shall be at the time of the annual report submittal and during review of the development approvals. Monitoring of the Project shall be carried out by the Developer, with review by the Pasco County Growth Management Department, FDOT, and TPRBC.

B. The Developer shall provide an annual report on the applicable FDCA form to the Pasco County Growth Management Department, TBRPC, and FDCA, or their successor agencies, on April 8, the anniversary date, of each year during the term of the DO. The annual report shall be the mechanism for documentation that the impacts attributable to the Project are equivalent to or less than those predicted in the Application. Should this not be the case, the annual report shall demonstrate that mitigation is being implemented or is programmed pursuant to the FDCA rules and policies. The report shall include, at a minimum, the following information:

1. An assessment of the Developer's compliance with each DO condition applicable at the time the report is filed.

2. Special studies and reports when applicable and as referenced in Condition Nos. IV.D.3., IV.D.5., IV.E.1., IV.H.1., IV.H.2., VI.I2., and IV.M.

3. Any changes in the proposed plan of development.

4. 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. The DRI annual reports shall summarize the cumulative development quantities for which COs have been issued by Pasco County and shall summarize the calculated number of p.m. peak-hour net, external, inbound and outbound trip ends estimated to be generated by that development based upon the transportation analysis referenced herein.

5. A description of development activity proposed for the next year.

6. A statement setting forth names and addresses of major assignees or successors in interest to this DO.

C. If the annual report is not submitted within thirty (30) days of the due date, Pasco County shall notify the Developer and may initiate a substantial deviation determination pursuant to Chapter 380.06(19), F.S.

D. Should the Developer divest itself of all interest in the Project prior to the expiration of this DO, the Developer shall, subject to approval by Pasco County, designate the successor entity to be responsible for preparation of the annual report.

VII. AMENDMENT/SUBSTANTIAL DEVIATIONS

A. Proposed or necessary changes to this DO, including those specifically referenced in Condition Nos. IV.M and V.C must undergo a substantial deviation determination by the Board. Application for a substantial deviation determination shall be made on the applicable FDCA form and reviewed pursuant to the provisions of Chapter 380.06(19), F.S., as amended, prior to implementation of such changes. Changes to the approved underlying MPUD Master Planned Unit Development zoning of the land covered by

the Application may be subject, if applicable, to the substantial modification procedures outlined in Section 522.6 of the Pasco County Land Development Code, as amended.

B. Application to amend any provision in DO shall be provided by the Developer to the TBRPC, FDCA, and Pasco County. Pasco County shall observe a minimum thirty (30) day review period to permit the TBRPC and FDCA sufficient time to present written comments on the proposed change and to notify Pasco County of its intent to appear at the public hearing, should such a hearing be required pursuant to Chapter 380.06, F.S.

VIII. **NOTICE OF ADOPTION**

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

B. The Clerk of the Board of County Commissioners shall return ten (10) certified copies of the Notice of Adoption to the Pasco County Growth Management Department to allow a single copy of the Notice to be supplied to the FDCA, TBRPC, and the Parties of record in these proceedings, along with the approved DO. The Pasco County Growth Management Department shall then send out the documents to the above-mentioned recipients.

IX. **SEVERABILITY**

If any section, subsection, sentence, clause, or provision of this resolution is held invalid, the remainder of the resolution shall be construed as not having contained the said section, subsection, sentence, clause, or provision, and shall not be effected by such holding.

DONE AND RESOLVED this 8th day of September, 2004.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

PETER A. ALTMAN, CHAIRMAN

APPROVED

SEP 8 2004

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

ATTORNEY

EXHIBITS

A. Legal Description

B. Application for Development Approval, Sufficiency Responses, and Associated Correspondence (made a part hereof by reference)

C. Resolution No. 90-69 as Approved by the Board on June 12, 1990, for the First NOPC (made a part hereof by reference)

D. Resolution No. 01-159 as Approved by the Board on March 21, 2001, for the Second NOPC (made a part hereof by reference)

E. Findings of Fact Contained on Pages 4-19 and 35-67 of the TBRPC Final Report of the Original Application for Development Approval (made a part hereof by reference)

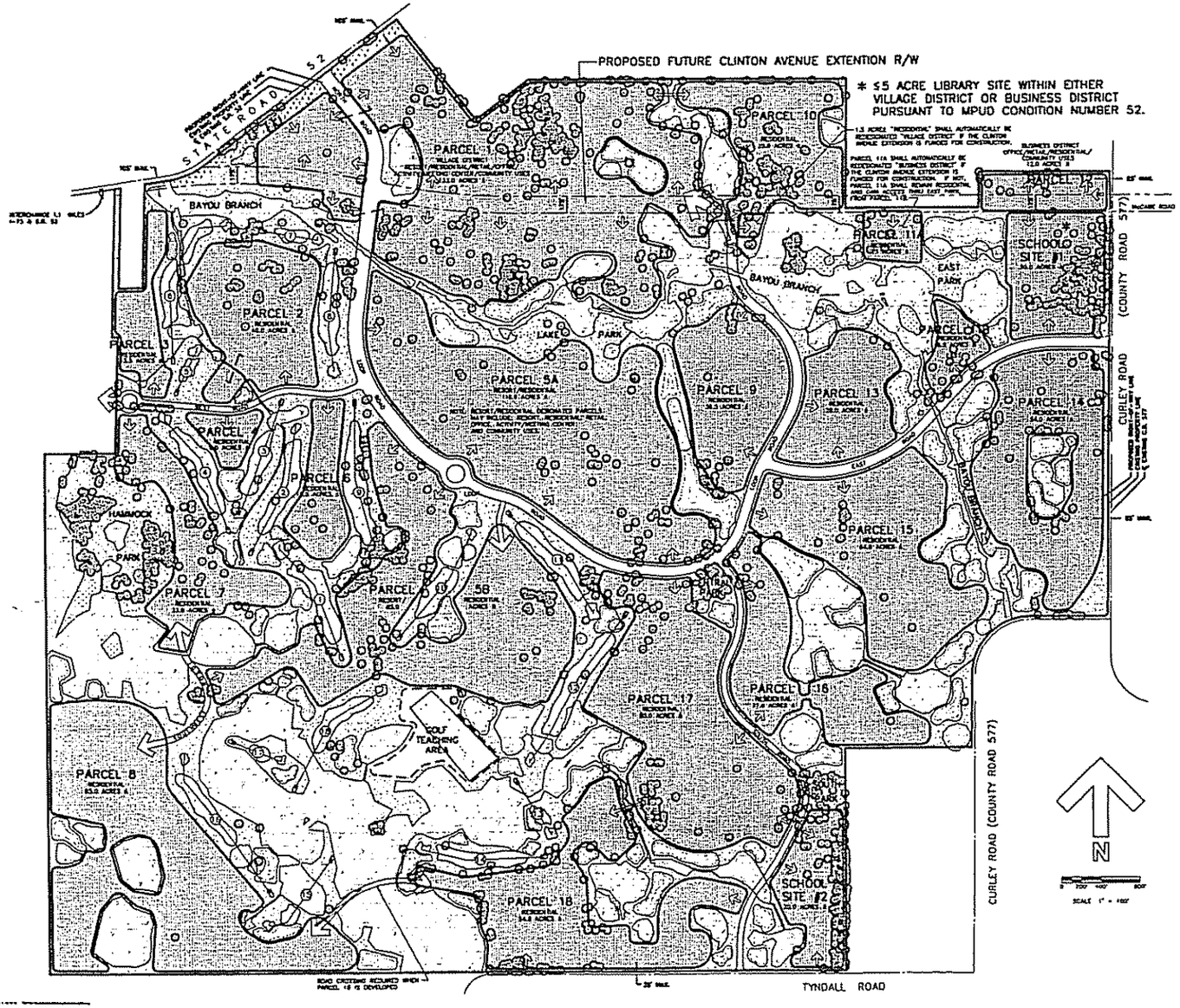
F. Developer's Commitments

G. Proportionate Share Computation

H. Section 380.032 Agreement

I. Development Agreement

REVISED MAP H-2003



SITE DATA

TOTAL PROJECT AREA (ACRES)	1,865
MPUD AREA (ACRES)	1,865
SINGLE-FAMILY (DU)	3350
MULTI-FAMILY CONDO/TOWNHOUSE (DU)	250
MULTI-FAMILY/RESORT STYLE (DU)	1500
RETIREMENT HOUSING UNITS	2800
COMMERCIAL/RETAIL (000, KSF)[1]	183
OFFICE (000, KSF)[1]	52
MPUD DENSITY (UNITS/ACRE)	3.4

[1] THE PREDOMINANCE OF THE COMMERCIAL/RETAIL USE WILL OCCUR IN THE VILLAGE DISTRICT AND THE PREDOMINANCE OF THE OFFICE USE WILL OCCUR IN THE BUSINESS DISTRICT.

NOTE: THE MIX OF APPROVED LAND USES SHALL BE PURSUANT TO TABLE 1, FOOTNOTE 1 OF THE DEVELOPMENT ORDER.

OPEN SPACE

	AREA (ACRES)	PERCENTAGE OF TOTAL SITE
TOTAL OPEN SPACE	913	48.5%
PROPOSED LAKES/PONDS	181	8.2%
FRESHWATER MARSH/PONDS	306	15.4%
ISLAND HABITAT	21	1.1%
GOLF COURSE & CLUBHOUSE FACILITIES (a)	285	14.5%
LAKE PARK	24	1.2%
HAMMOCK PARK	27	1.4%
EAST, CENTRAL AND SOUTH PARKS	10	0.5%
BUFFERS	48	2.6%
GREENBELTS & INTERNAL OPEN SPACE	31	1.6%

(a) IF ADDITIONAL ACREAGE IS REQUIRED IN ORDER TO EXPAND THE GOLF COURSE AREA TO ACCOMMODATE UP TO 45 HOLES, SUCH ADDITIONAL AREA SHALL NOT REDUCE THE OVERALL OPEN SPACE AREA/PERCENTAGE OF THE TOTAL SITE.

LEGEND

FRESHWATER MARSH

PROPOSED LAKES

MAJOR INTERNAL ROADWAYS

PARCEL ACCESS

ISLAND HABITAT

EXISTING OAK HAMMOCK

EXISTING SHELTERBELT

DRI #163

A Master Planned Community in Pasco County, Florida

REVISED MASTER DEVELOPMENT PLAN

Prepared For:

CANNON RANCH, LLC
5700 SaddleBrook Way Suite 314,
Wesley Chapel, Florida 33543-4499
Greg Bennett: (949) 633-6371

Prepared By:

WilsonMiller

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

Date Prepared : August 31, 2004

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D. Resolution No. 01-159 as Approved by the Board on March 21, 2001, for the Second NOPC (made a part hereof by reference)

E. Findings of Fact Contained on Pages 4-19 and 35-67 of the TBRPC Final Report of the Original Application for Development Approval (made a part hereof by reference)

F. Developer's Commitments

G. Proportionate Share Computation

H. Section 380.032 Agreement

I. Development Agreement

EXHIBIT A

LEGAL DESCRIPTION DRI NO. 163 (PROJECT)

The East ½ of the Southeast ¼ of the Northeast ¼ lying South of S.R. 52, less the West 250.00 feet of the East 596.85 feet thereof; the East ½ of the Northeast ¼ of the Southeast ¼ less the North 824.24 feet of the West 250.00 feet of the East 596.85 feet thereof; the East 600.00 feet of the Southeast ¼ of the Southeast ¼ and the South 110.00 feet of the West 720.00 feet of the Southeast ¼ of the Southeast ¼ all in Section 09, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The Northwest ¼, lying South of S.R. 52; the South ½; the South ½ of the Northeast ¼ and the West ¾ of the Northwest ¼ f the Northeast ¼ lying South of S.R. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Southwest ¼ the Southwest ¼ of the Northwest ¼ the West ½ of the Southeast ¼ less road right-of-way; the South ½ of the Southwest ¼ of the Northeast ¼ less the North 300.00 feet thereof, and less road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The West ½ of the Northeast ¼ lying North and West of S.R. 577; the Northwest ¼, less road right-of-way; the North ¾ of the Northeast ¼ of the Southwest ¼ less the South 665.0 feet thereof and less road right-of-way; AND the West ½ of the Southwest ¼ less and except road right-of-way for Tucker Road, if any, all in Section 14, Township 25 South, Range 20 East, Pasco County, Florida.

AND

All of Section 15, Township 25 South, Range 20 East, less and except road right-of-way for Tucker Road, if any, Pasco County, Florida.

AND

The East ½ of the Southeast ¼ and the East ½ of the Northeast ¼ all in Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

LESS AND EXCEPT road rights-of-way.

AND LESS AND EXCEPT a tract of land lying in the North ½ of Section 10, Township 25 South, Range 20 East, Pasco County, Florida. Being further described as follows: Begin at the Southeast corner of the West ¾ of the Northwest ¼ of the Northeast ¼ of said Section 10: Thence North 89°50'42" West, along the South boundary thereof, a distance of 207.57 feet; thence South 52°18'05" West, a distance of 681.98 feet; thence North 37°14'55" West, a distance of 1320.00 feet to the Southerly right-of-way line of S.R. 52; thence North 52°18'05" East, along said right-of-way line, a distance of 842.47 feet; thence 439.64 feet along the arc of a curve to the right (said curve having a radius of 666.20 feet, delta angle of 37°48'40", and a chord bearing and distance of North 71°12'25" East, 431.71 feet); thence continue along said right-of-way line, South 89°53'15" East, a distance of 490.25 feet to the point on the East boundary of the West ¾ of the Northwest ¼of the Northeast ¼ of said Section 10; thence departing said right-of-way line, South 00°29'8"West, a distance of 1281.30 feet to the Point of Beginning.

Containing 1,965.32 acres, ore or less.

EXHIBIT B

Application for Development Approval

Sufficiency Responses and Associated Correspondence

(made a part hereof by reference)

EXHIBIT C

Resolution No. 90-169
As Approved by the Board on
June 12, 1990, for the First NOPC

(made a part hereof by reference)

EXHIBIT D

Resolution No. 01-159
As Approved by the Board on
March 21, 2001, for the Second NOPC

(made a part hereof by reference)

EXHIBIT E

Findings of Fact Contained on
Pages 4-19 and 35-67 of the
TBRPC Final Report of the Original
Application for Development Approval

(made a part hereof by reference)

EXHIBIT F

Developer's Commitments

Exhibit F

DEVELOPMENT OF REGIONAL IMPACT NO. 163
CANNON RANCH DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval and Sufficiency Responses which shall be honored by the developer, except as they may be superceded by specific terms of the development order.

General Project Description

1. Cannon Ranch will be developed in accordance with the conditions of the MPUD Master Planned Unit Development zoning as approved or amended by the Pasco County Board of County Commissioners.

2. Preliminary plan approval will be obtained for an entire parcel prior to any construction drawing approval within the parcel. A concept design is subject to approval by Pasco County for an entire multifamily or commercial increment prior to phased site plan approval within the increment.

3. The maximum number of units for Cannon Ranch will not exceed 6,700 residential units including accessory dwellings. The number of units and density, however, may increase or decrease within any specific development parcel or pod shown on the Master Development Plan as provided in the MPUD Conditions of Approval.

Environmental and Natural Resources

Air

4. Contracts for site development will contain specifications that will obligate the contractor to comply with all applicable particulate pollution control requirements. Adverse air quality impacts will be minimized during the construction phase as necessary to control fugitive dust emissions and by adhering to applicable County regulations for open burnings.

5. To prevent wind erosion and resultant fugitive dust, standard construction procedures for watering will be employed and stabilization of disturbed ground surface with grassing or other acceptable materials will be accomplished as soon as practical after construction completion. Construction specifications will encourage contractors to limit clearing efforts to areas where work will be immediately performed and to discourage mass clearing.

Land

6. Where building structures are proposed within areas of seasonally high groundwater conditions, appropriate depths of fill material will be placed to raise the building pads to protect the foundations and provide for proper surface drainage. No attempts will be made that will have an adverse impact on groundwater levels or flow.

7. Landscape buffering will be provided along the described roadways in accordance with Table 2.3 "Buffer Matrix" in the Community Development Standards. The buffers will be created no later than development of the adjoining increment or parcel.

Water

8. The sinkhole on the site identified as potentially significant will be protected by designating the surrounding area as recreational open space. Discharge of stormwater from developed areas will be subject to the provisions of 17-25 Florida Administrative Code (FAC), prior to, discharge into the sinkhole or nearby marsh system.

9. Surface and groundwater monitoring programs will be implemented no later than six months prior to the commencement of onsite construction activity and as required by the permitting agencies pursuant to the statements and rules applicable to Cannon Ranch.

Wetlands

10. The grading and drainage techniques to be used on site will be designed to avoid adverse impact an normal hydroperiods in wetlands. Special precautions will be taken during construction to protect environmentally sensitive areas. All protected areas will be marked in the field prior to earthmoving activities. Sloped grading toward wetlands will be stabilized with vegetation as soon as practical following disturbance of existing grades. Hay bale barriers will be used to control erosion and sedimentation where construction is in close proximity to existing wetlands. The hay barriers will be kept in place until the affected slopes are stabilized. Stormwater from construction sites will, as soon as

feasible, be directed into proposed retention ponds to reduce surface runoff and silt screens will be utilized where dredge and fill activities within wetlands warrants their use.

11. Unless otherwise permitted by appropriate agencies, wetlands will not be included within the surface storage volume of proposed drainage/detention ponds. Covenants will be incorporated as deed restrictions for the protection of wetland habitats to be retained according to the revised master plan where they occur within privately owned parcels on the Cannon Ranch.

12. The use of design features such as spreader swales, sedimentation basins, and skimmers will be integrated into the drainage design for wetland use per applicable regulations pertaining to water quality. The utilization of wetlands for stormwater management will be designed to maintain the normal range of water fluctuation between the normal low water and the seasonal high water to prevent desiccation or overimpoundment. Periodic increases in water levels and duration of hydroperiods associated with design storm events will be experienced, but are not expected to have any significant effect on the existing wetland species.

13. The homeowners' association or community development district, will own and maintain wetlands within common open space areas. If the golf course remains privately owned, maintenance shall be through that entity. Covenants will be incorporated as deed restrictions for the protection of wetland habitats where they occur within privately owned parcels on the Cannon Ranch.

14. Wetland mitigation will be accomplished by expansion of wetlands, creation of wetlands along channelized ditches connecting wetlands, within littoral zones of proposed water bodies or through preservation of upland habitat. Mitigation will be implemented prior to or reasonably concurrent with the wetlands being disturbed. Activities within wetlands will be subject to the permitting requirements of 17-4 and 40D-4 of FAC, to the extent applicable.

15. The development plan indicates that approximately 45 percent (913 acres) of the total site area will be used as wetland/conservation areas, proposed lakes, golf courses, equestrian center, neighborhood parks, and open space.

16. Definitive wetlands on Cannon Ranch will remain undisturbed through the course of development.

17. Unless otherwise waived by the applicable regulatory agency, mitigation of jurisdictional wetlands impact will be on a one-to-one basis.

18. Adverse displacement of 100-year flood storage volumes will be compensated for by provision of additional storage capacity in detention areas or creation of natural storage areas on adjacent uplands or otherwise mitigated.

19. Minimum first floor elevations shall be at or above the 100-Year Flood Plain elevation and will be established by final design plans and calculations prepared by a Florida registered engineer and shall be subject to the review of the Pasco County Engineering Services Department.

Vegetation and Wildlife

20. Live oak hammocks and pine shelter belts will be preserved within recreational and open spaces as depicted on Revised Map H-2003. A tree survey and/or on-site tree marking which distinguishes the trees to remain and those to be removed will be submitted with each preliminary plan. Each such survey or making plan will overlap the adjoining parcel. Such survey or marking plan will show the limits of the predevelopment and post development tree canopy. It is the intent of the applicant and the County to maintain a significant amount of the existing tree canopy and specimen-sized trees on-site.

21. Approximately 21 acres of upland islands adjacent to freshwater marsh as depicted on Revised Map H-2000 as amended by Revised Map H-2003 will be reserved for wildlife habitat. These areas will be isolated from development parcels by marshland and/or golf course fairways, or other passive open space.

22. Oak hammocks and isolated oak clusters will be retained where they occur in passive open-space areas.

Historical and Archeological Site

23. Of the 13 prehistoric, archeological sites located during the field survey, the Egg Hole Site (SPA202), is considered potentially eligible for inclusion on the National Register of Historic Places. A limited test excavation and survey to determine the significance of this site
shall be performed and written authorization to proceed shall be received from Pasco County and the Florida Department of State prior to development of the Egg Hole Site.

Public Facilities

Wastewater Management

24. The proposed Wesley Center Subregional Reuse Facility will be constructed by others which will allow for the use of treated effluent for irrigation to the extent available.

25. The applicant agrees to pay the County such reasonable fees for wastewater treatment service as from time to time are established, by ordinance, by the Board per the Water and Wastewater Treatment Service Agreement as amended.

26. The golf course will use spray effluent irrigation, to the extent made available by the County, which will assist efforts to conserve potable water.

27. A graywater irrigation system will be constructed on-site for the use of treated effluent for irrigation proposed to the extent such effluent is available from the "Wesley Wastewater Treatment."

Drainage

28. All stormwater from developed areas will be treated in accordance with the provisions of FAC, Chapter 17-25, prior to discharge into the sinkhole or nearby marsh system. In addition, rainfall events up to the 25-year storm event will be attenuated but allowed to discharge into historic drainage basins, thus causing no "adverse" reduction in surface or groundwater contributions to the sinkhole as a result of this development, and no adverse alterations of stormwater discharge into it.

29. No design of an individual increment or parcel or portion of an increment or parcel shall be dependent upon the ultimate construction of future increments or parcels unless an interim design for drainage through a future increment or parcel is approved by the Pasco County Development Review Committee.

30. Prior to approval of the Master Drainage Plan, an ownership and maintenance program for preservation/ conservation areas, recreational areas, recreational vehicle storage areas, drainage areas, detention and retention ponds, common areas, and landscape buffer areas must receive Development Review Committee approval. It is anticipated that the ownership and maintenance responsibilities will be provided by restrictive covenants which run with the land.

31. The Master Drainage Plan, will contain the necessary design features to regulate off-site discharge of run off at a rate equivalent to the natural discharge presently existing on-site for a 25-year (24-hour duration) storm event.

32. Stormwater treatment facilities will be designed to intercept the first half-inch of rain for filtration or treatment in accordance with stormwater guidelines under FAC 17-25.

33. Adequate easements and rights-of-way will be dedicated to the County, the community development district or the homeowners' association as applicable for operation and accessibility of the stormwater management system.

Water Supply

34. One three-acre community-service well site will be provided to the County in accordance with the Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village, and Route 347 dated February 10, 1987, as amended.

Solid Waste

35. The collection, transportation and disposal of solid waste is controlled by Pasco County ordinances(s), and shall take place in accordance with the terms of said ordinances. Solid waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid waste recycling for all phases of and all types of development within Cannon Ranch.

Energy

36. All energy saving techniques pertaining to specific building design and use of energy efficient building materials will be encouraged where feasible throughout the development of the community.

Recreation and Open Space

37. If the payment described below is not timely delivered (as defined below), the developer shall, upon request of the County, donate 67 acres of useable, contiguous, upland acres of parkland to the County, in a location approved by the County, and pay the Parks and Recreation Impact Fees, subject to the parkland credit as defined by the ordinance.

a. The developer shall pay to the County an amount equal to the greater of $520,000, as adjusted by the Interest Factor provided for in MPUD Ordinance paragraph 10, (the "Minimum Payment") or $130 for each unit allowed by the then approved development order as of the date which is three years and 30 days after approval of the amended and restated development order by the Board of County Commissioners. Within 30 days after approval by the Board of the Amended and Restated Development Order for DRI #163, the developer shall deliver to the County a cash payment of $150,000. At the time of recording the first residential plat or eighteen (18) months and 30 days after approval of the amended and restated Development Order by the Board, whichever comes first, the developer shall deliver an additional cash payment equal to the balance of the Minimum Payment, as adjusted. The excess portion of the Park Commitment above the Minimum Payment, if any, shall be paid at the time of recording of each and every residential plat, which, when added to all previously platted units, will cumulatively allow more than 4,000 units to be built on the property as a whole.

b. The developer shall continue to make payment (including payment through credits) of the parks and recreation impact fees throughout the course of the development of the project. The developer shall be entitled to a credit against the Park Land portion of the Parks and Recreation Impact Fees Ordinance.

Transportation

38. Vehicular access rights shall be dedicated to the County along all major roads as shown on the Revised Master Development Plan (Revised Map H-2003), within or adjoining the project (including S.R. 52, C.R. 577, and Tyndall Road) provided, however, that access rights relating to the Village District, shall be reserved consistent with the Community Development Standards.

39. Residential driveway connections and on-street parking will be prohibited on all major roads as shown on the Revised Master Development Plan (Revised Map H-2003) within the project provided, however, that driveway connections and on-street parking relating to the Village District shall be reserved consistent with the Community Development Standards.

40. If the initial access point to the project is on S.R. 52, then no preliminary plan/preliminary site plan shall be approved which would result in more than 851 outbound or 910 inbound p.m. peak-hour trips until a second access point to C.R. 577 (Curley Road) is constructed. If the original access point is to Curley Road, then no preliminary plan/preliminary site plan shall be approved which would result in more than 586 outbound or 589 inbound p.m. peak-hour trips until a second access point to S.R. 52 is constructed. In no case shall there be any approvals of record plat, or issuance of final site plan approval where no plat is required, beyond the 2,000th dwelling unit until the internal road network connects S.R. 52 to C.R. 577.

41. Commitment deleted per MPUD Amendment approved by Pasco County BOCC on March 20, 2001.

42. Sufficient right-of-way will be dedicated so that the typical roadway cross section structural design for major internal roadways, S.R. 52, C.R. 577, and Tyndall Road will meet the requirements of § 336.045, Florida Statutes provided, however, that right-of-way widths relating to the Village District shall be in accordance with the Community Development Standards, notwithstanding the foregoing; right-of-way for C.R. 577 shall be no more than 85 feet from centerline; right-of-way for S.R. 52 shall be no more than 60 feet from centerline unless the Clinton Avenue Extension is not funded for construction, then the right of way shall be no more than 105 feet from the centerline ; and right-of-way for Tucker Road (aka Tyndall Road) shall be no more than 35 feet from centerline. Reductions of right-of-way may occur; however, if approved by the County, where the road stormwater and storage is within an adjacent increment of development pod or parcel. At intersections of major roads, if more right-of-way is needed to accommodate the roadway, additional right-of-way will be provided.

43. A connection from West Road to the project's west boundary, as indicated on Revised Map H-2003, will be extended through Parcel No. 3 no later than the completion of development of Parcel No. 3.

44. The applicant will pave Tyndall Road to a two-lane minor collector road in accordance with standards of the County now in effect, from the major internal roadway connecting to Tyndall Road to C.R. 577 in conjunction with the connection of the major internal road to Tyndall Road (S.R. No. 1, 12-28).

45. A portion of the property southeast of Parcel No. 14 adjacent to the project's eastern boundary will be provided to the County as additional right-of-way for the realignment of C.R. 577 as provided in Condition No. 15.c of the Cannon Ranch MPUD Conditions of Approval, as amended.

Other

46. The developer shall provide two school sites mutually agreeable to the developer and the District School Board of Pasco County. Within 60 days of a request from the District School Board for a school site, the developer shall transfer to the District School Board a mutually acceptable 20-acre usable, upland school site and a mutually acceptable 30 useable upland school site either within or in close proximity to the project. If the District School Board makes such a request, then the donation of the school sites shall act as a credit toward any school impact fees in an amount equal to $15,000.00 per usable upland acre conveyed to the District School Board. The developer shall be reimbursed for impact fees theretofore paid to the extent the land would amount to a duplicate payment. However, the obligation to dedicate school sites shall expire if the District School Board has not made a request for the site(s) within seven years from the date of issuance of the first residential certificate of occupancy of DRI 163.

47. The developer agrees to donate to the County a mutually acceptable site of up to five acres in size within the Village District, Business District, or other approved location for a library facility. The developer may have up to 120 days to donate such land from the time of formal written request from the County; provided, however, that the County shall agree not to make such request for said site until funding is appropriated to construct the library facility. If the County makes such a request, then the donation of the library site shall act as credit toward the land portion of the library impact fees according to the provisions of the Library Impact Fee Ordinance.. The developer shall be reimbursed for impact fees theretofore paid to the extent the land donation would amount to a duplicate payment. The developer shall have the right to architectural and site plan review in order to ensure both the structure and site are compatible with the project's Village District. However, if after platting and/or final site plan approval of 50 percent of the 6,700 residential units allowed for the project, the County has not appropriated the funds for construction and formally requested the donation of the library site, then the developer shall no longer be required to make such donation. The library site area may, with County approval, be reduced if the developer can demonstrate to the County that shared parking is available at or near the library site and/or the developer provides for the treatment and, attenuation of stormwater from the library site within the project's master stormwater system.

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EXHIBIT G

Proportionate-Share Computation

Table 3. DRI 163 Recommended Off-Site Transportation System Improvements and 2000 Cost Estimates.

Location	Recommended Improvement	Length	Cost		Exist ROW	Needed ROW	Needed SF(1)	ROW Cost/sf	Est ROW Cost	ROW	Signal	Total
			Construction	Engineering								
McKendree Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.00	$0	$0	$150,000	$150,000
Curley Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.50	$0	$0	$150,000	$150,000
	Construct NB right turn lane	350 feet	$43,686	$13,543			3,665	$3.50	$12,828	$12,828	$0	$70,057
Pompanic Road/SR-52	Three-Way stop control	0 feet	$0	$0			0		$0	$0	$0	$0
	Construct WB left turn lane	530 feet	$66,153	$20,507			0	$3.00	$0	$0	$0	$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	550 feet	$68,649	$21,281			0	$3.00	$0	$0	$0	$89,930
	Construct WB left turn lane	960 feet	$119,824	$37,145			0	$3.00	$0	$0	$0	$156,969
	Construct NB left turn lane	830 feet	$103,598	$32,115			3,732	$3.00	$11,196	$11,196	$0	$146,909
Prospect Road/Clinton Avenue	Construct SB left turn lane	530 feet	$66,153	$20,507			[illegible]	$4.00	$31,800	$31,800	$0	$118,460
	Construct WB right turn lane	425 feet	$53,047	$16,445			[illegible]	$4.00	$25,500	$25,500	$0	$94,992
Old Pasco Road/SR-54	Construct SB right turn lane	450 feet	$56,168	$17,412			[illegible]	$5.00	$90,000	$90,000	$0	$163,580
SR 52: I-75 to Site (2)	Widen to 4D	1.40 miles	$3,021,614	$1,357,537	100	146	557,832	$11.00	$6,136,152	$6,136,152	$150,000	$10,665,302
I-75, I-275 to SR-56	Widen to ten lanes	1.67 miles	$7,032,899	$2,180,199	300	348	423,245	$5.95	$2,518,307	$2,518,307	$0	$11,731,405
I-75, SR-56 to SR-54	Widen to eight lanes	3.48 miles	$14,401,597	$4,464,495	300	312	220,493	$7.30	$1,609,597	$1,609,597	$0	$20,475,689
I-75, SR-54 to SR-52	Widen to six lanes	6.64 miles	$15,033,267	$4,660,313	300	306	210,355	$4.36	$2,751,446	$2,751,446	$0	$22,445,026
											Total	$66,544,978

Notes:
1. Right-of-way quantities in shading estimated by Pasco County.

	1999	2000
Highway Construction Cost per Lane-Mile:	$636,200	$659,035
Freeway Widening, 6 lanes to 10 lanes:	$4,065,400	$4,211,317
Freeway Widening, 4 lanes to 8 lanes:	$3,995,000	$4,138,390
Freeway Widening, 4 lanes to 6 lanes:	$2,185,600	$2,264,046
Unit Cost of Signal Installation:	$150,000	$150,000
Engineering Cost: 31% of Constuction Cost		

per 1999 Transportation Costs (FDOT Office of Policy Planning, Policy Analysis and Program Evaluation, July 2000), or estimated therefrom as noted below:

Add 4 Lanes to Existing 6 (estimated)	$4,065,400
Add 4 Lanes to Existing 4 (estimated)	$3,995,000
Add 2 Lanes to Existing 6 (Interstate - Inside) With 10' Paved Shoulders	$2,256,000
Add 2 Lanes to Existing 4 (Interstate - Inside) With 10' Paved Shoulders	$2,185,600

New Construction		
zero to 8	$3,663,400	
zero to 6	$3,231,800	$431,600
zero to 4	$2,613,800	$618,000
zero to 2 (estimated)	$1,809,400	$804,400

EXHIBIT G
1 of 4

EXHIBIT G
2 of 4

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, Old Equation, at 93.8835% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity		DRI Traffic	Improved Capacity	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A		N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057						$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663		578	1,269	95%	$0
	Construct WB left turn lane	$86,660						$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501		663	5,514	22%	$19,785
	Construct WB left turn lane	$156,969						$34,533
	Construct NB left turn lane	$146,909						$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329		272	896	48%	$56,861
	Construct WB right turn lane	$94,992						$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345		72	4,288	8%	$13,086
							Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Existing Traffic	Available Capacity	DRI Traffic	Improved Capacity	Proportionate Share Percent	Proportionate Share Cost
SR-52, I-75 to McKendree Road, EB	Widen to four lanes	$5,404,714	1,312	602	710	518	1,750	-43.78%	$0
SR-52, I-75 to McKendree Road, WB			1,312	459	853	494	1,750	-82.00%	$0
SR-52, McKendree Rd to North Rd, EB	Widen to four lanes	$5,260,588	1,190	585	605	648	1,750	7.64%	$201,012
SR-52, McKendree Rd to North Rd, WB			1,190	445	745	617	1,750	-22.89%	$0
I-75, I-275 to SR-56, NB	Widen to ten lanes	$11,731,405	3,950	3,124	826	203	6,780	-22.02%	$0
I-75, I-275 to SR-56, SB			3,950	2,695	1,255	193	6,780	-37.51%	$0
I-75, SR-56 to SR-54, NB	Widen to eight lanes	$20,475,689	2,850	3,124	-274	253	5,710	8.83%	$904,033
I-75, SR-56 to SR-54, SB			2,850	2,695	155	240	5,710	2.98%	$305,495
I-75, SR-54 to SR-52, NB	Widen to six lanes	$22,445,026	2,855	2,334	521	271	3,970	-22.39%	$0
I-75, SR-54 to SR-52, SB			2,855	2,013	842	258	3,970	-52.36%	$0
							Subtotal		$1,410,540
							TOTAL		$1,915,480

EXHIBIT G
3 of 4

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 93.8635% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	578	95%	$0
	Construct WB left turn lane	$86,660					$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	663	22%	$19,785
	Construct WB left turn lane	$156,969					$34,533
	Construct NB left turn lane	$146,909					$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	272	48%	$56,861
	Construct WB right turn lane	$94,992					$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	72	8%	$13,086
						Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	518	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	648	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	203	7%	$840,633
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	253	10.31%	$2,110,639
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	271	24%	$5,461,757
						Subtotal	$13,673,617
						TOTAL	$14,178,557

EXHIBIT G
4 of 4

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 100% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	616	100%	$0
	Construct WB left turn lane	$86,660					$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	706	23%	$20,684
	Construct WB left turn lane	$156,969					$36,103
	Construct NB left turn lane	$146,909					$33,789
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	290	51%	$60,415
	Construct WB right turn lane	$94,992					$48,446
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	77	8%	$13,086
						Subtotal	$519,240

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	552	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	690	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	216	8%	$895,400
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	269	10.98%	$2,248,147
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	289	26%	$5,817,590
						Subtotal	$14,221,725
						TOTAL	$14,740,965

Less New Rule Proportionate Share at 93.8835%	$14,178,557
	$562,408
Plus Old Rule Proportionate Share at 93.8335%	$1,915,480
TOTAL PROPORTIONATE SHARE	$2,477,888

EXHIBIT H

Section 380.032 Agreement

EXHIBIT H

AGREEMENT

THIS AGREEMENT is made and entered by and between FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (hereinafter the "Department"), an agency of the State of Florida, and THOMPSON STATION ENTERPRISES, LLC, a Florida limited liability corporation (the "Developer").

WITNESSETH:

WHEREAS, the Department is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, the Environmental Land and Water Management Act, which includes provisions relating to Developments of Regional Impact; and

WHEREAS, the Department is authorized by Section 380.032(3), Florida Statutes, to enter into an agreement with any landowner, developer, or other governmental agency as may be necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes, or any related rule; and

WHEREAS, on April 18, 1989, the Pasco County Board of County Commissioners adopted a development order (hereinafter the "Development Order") approving the Cannon Ranch Development of Regional Impact (hereinafter the "Project"); and

WHEREAS, the Development Order granted specific approval of Phase I and conceptual approval of Phases II, III and IV of the Project, as to transportation; and

WHEREAS, on March 20, 2001, the Pasco County Board of County Commissioners approved a Restated and Amended Development Order Approving, With Conditions, the DRI #163 f/k/a Cannon Ranch Development of Regional Impact (hereinafter the "Amended DO"), in response to a Notice of Proposed Change (NOPC) for DRI #163 (the "Project") filed by the Developer; and

WHEREAS, the Amended DO included Exhibit "F", which describes the Developer's proportionate share, the required roadway and intersection improvements required at Project build-out, and transportation mitigation conditions which the Department finds to inadequately address certain provisions of Section 380.06(15), Florida Statutes and Rule 9J-2.045, FAC; and

WHEREAS, on March 13, 2001, the Department determined (the "Department Determination") that Rule 9J-2.0255, F.A.C., in effect at the time of the Development Order (the "Old Rule") should be used to calculate the proportionate share due for that portion of the Project which is equivalent to the impacts of Phase I of the Project as identified in the original Development Order, and that Rule 9J-2.045, F.A.C., as in effect at the time of the Amended DO (the "New Rule") should be used to calculate the proportionate share due for the balance of the

Project; and

WHEREAS, there has been a dispute regarding the transportation conditions in the amended development order including the estimated developer's proportionate share, the required roadway improvements, and the lack of consistency of mitigation conditions with Rule 9J-2.045, F.A.C. requirements; and

WHEREAS, in order to avoid litigation, resolve the dispute and remove any uncertainty as to the calculation and use of the proportionate share, as well as mitigation conditions in the Amended DO, the parties have agreed to enter into this agreement clarifying such issues.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties hereto agree as follows:

1. REPRESENTATIONS. The representations set forth above are essential elements of this agreement and are incorporated herein by reference and made a part of this agreement. Based upon said representations and statements, the Department concludes that this Agreement is in the best interest of the State, is beneficial to the Department in its role as the state agency with the responsibility for the administration and enforcement of Chapter 380, Florida Statutes, and reasonably applies and effectuates the provisions and the purpose of Chapter 380, Florida Statutes.

2. ASSURANCES

A. The parties agree that the Developer's proportionate share for the originally approved Phase I of the project is estimated as $1,915,480, in 2001 dollars, pursuant to Old Rule, Rule 9J-2.0255, Florida Administrative Code (F.A.C.); and

B. The Developer's proportionate share for the balance of the project, that is now receiving specific approval, is $562,408, in 2001 dollars, pursuant to the New Rule, Rule 9J-2.045, F.A.C.; and

C. The Developer's total proportionate share for transportation impacts, calculated with the hybrid approach, is $2,477,888, in 2001 dollars; and

D. The Developer has elected to design and construct the S.R. 52 pipeline project, to widen S.R. 52 to a four-lane section from the east ramp terminal of the I-75 interchange to the main development entrance on S.R. 52, a distance of approximately 1.4 miles and extend the second (outside) westbound through lane 750 feet west of the pending improvements by the Florida Department of Transportation in order to mitigate the transportation impacts of the Project. This improvement is estimated to cost approximately $6,000,000, in 2001 dollars; and

E. The DRI's proportionate share for impact to I-75, at build-out, is $1,757,636, in 2001 dollars.

F. The parties further agree that, by December 31, 2001, an NOPC will be submitted

to accomplish an amended DO consistent with this agreement. The NOPC shall follow the procedures outlined in Section 380.06(19)(e)(2), F.S., in order to revise Exhibit F of the development order to reflect the Developer's proportionate share as stated in this agreement, to revise the transportation mitigation conditions in order to address the foregoing provisions in Paragraphs A-E above and to address the following issues raised by the Department during its review of the Amended DO (all references following are to the Amended DO):

1) **Pg. 6, Item 13. Transportation a.**- This section will be revised to reflect the amounts reflected in 2 A – E, above, which are based on the March 13, 2001, Department's determination that a hybrid approach has been used to calculate the developer's proportionate share for the transportation impacts generated by this project. The "old" rule was used to calculate the assessment for the level of impacts associated with the originally approved Phase 1, and the "new" rule was used to calculate the assessment of impacts for all "post original Phase 1"(new) development.

2) **Pg. 7, Item 13. Transportation b. Monitoring-** The last sentence of this section will be revised to state clearly whether the developer will be required to provide either a Notice of Proposed Change (NOPC), a revised transportation study or both.

3) **Pg. 7, Item 13. Transportation c. Mitigation (1)**- Revise this condition to delete references to credits for impact fees. Such references should be included in condition 13. d. Credit toward impacts fees shall be approved consistent with the requirements of Section 380.06(16), F.S.

4) **Pg. 7, Item 13. Transportation c. Mitigation (2) (a)**- Revise this condition to delete references to credits for impact fees. Such references should be included in condition 13. d. Upon execution, the Developer's agreement referenced in this DO condition will have to be incorporated into the DO through the NOPC process pursuant to Section 380.06(19)(e)(2), F.S.

5) **Pg. 7, Item 13. Transportation c. Mitigation (2) (a) (ii)**- The DO will clearly identify who will be responsible for performing the construction of the improvements and the DO will require the roadway improvements to be expeditiously constructed.

6) **Pg. 8, Item 13. Transportation c. Mitigation (2) (a) (iii)**- It will be confirmed that the stopper provision and conditions applies to the timing requirements included in D.13.c.(2)(a)(ii) of the DO, not just to the provisions and conditions in the Developer's Agreement.

7) **Pg. 8, Item 13. Transportation c. Mitigation (2) (a) (vii)**- This section will be revised to be consistent with Section 380.06(16), F.S.. It appears that the language in this section is driven by the local impact fee ordinance rather than by Chapter 380, F.S., or Rule 9J-2, F.A.C., which are enforceable through this DO. This section will be revised to delete references to credits for impact fees. Such references should be included in condition 13. d. This condition will also be revised to provide that any changes to pipeline improvements will be made through the NOPC/DO process pursuant Chapter 380, F.S., and Rule 9J-2, F.A.C.

8) **Pg. 8, Item 13. Transportation c. Mitigation** (3) The proportionate share phased payment schedule for the $1,757,636. in 2001 dollars, will be negotiated between the Florida Department of Transportation and the Developer, and will be reflected in this condition.

9) **Pg. 9, Item 13. Transportation c. Mitigation** (4)- The DO will be revised to state that any changes to pipeline improvements will be identified in the DO through the NOPC/DO process as outlined in Chapter 380, F.S., and Rule 9J-2, F.A.C.

10) **Pg. 9, Item 13. d.** The DO will be revised to state that any changes to pipeline improvements will be identified in the DO through the NOPC/DO process as outlined in Chapter 380, F.S., and Rule 9J-2, F.A.C.

G. In the event that the NOPC is not approved by March 31, 2002, then no further building permits shall be issued until the amendment to the DO is approved, and in no circumstances shall permits be issued for development beyond the level permitted in condition D.13. c.(1), until the amendment to the DO is approved.

3. WAIVER. Based on the Developer's assurance set forth in this agreement, the Department hereby finds that the transportation mitigation alternative elected by the Developer as set forth in the Amended DO and this agreement will mitigate the regional transportation impacts of the Project. The Department further finds that the Amended DO, if revised consistent with the conditions in this agreement, will be consistent with Section 380.06, Florida Statutes, and waives any further comment to the Amended DO.

4. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

5. ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing and signed by the parties.

6. BREACH. In the event of a breach of this agreement or failure to comply with any of the conditions in this agreement, or if this agreement is based on materially inaccurate information, the Department may file a suit to terminate or enforce this agreement as provided in section 380.06 and 380.011, F.S., including a suit to enjoin the project. The prevailing party in any administrative, judicial or appellate proceeding arising from this agreement, shall be entitled to an award of reasonable attorney's fees and court costs.

7. BINDING EFFECT. This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees.

8. EFFECTIVE DATE. The effective date of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties by and through their respective undersigned duly

authorized representatives have executed this Agreement on the dates and year below written.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Name: Steven M. Seibert
Title: Secretary
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Approved as to form and legal sufficiency:

_____
Attorney, Department of Community Affairs

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by Steven M. Seibert of the Department of Community Affairs, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Janice D. RuBino
MY COMMISSION # CC965953 EXPIRES
December 10, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

_____
Notary Public
My Commission Expires:

THOMPSON STATION ENTERPRISES, LLC
a FLORIDA limited liability corporation

By: _____
Name: DANIEL F FITZPATRICK
Title: PRINCIPAL, CORPORATE ANALYTICS
AUTHOLIZED AGENT

Witnesses:
_____
Maureen J. Fitzpatrick
_____
Diane Rogers

STATE OF FLORIDA

authorized representatives have executed this Agreement on the dates and year below written.

DEPARTMENT OF COMMUNITY AFFAIRS

By:_____

Name:_____
Title:_____
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Approved as to form and legal sufficiency:

_____
Attorney, Department of Community Affairs

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ of the Department of Community Affairs, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
Notary Public
My Commission Expires:

THOMPSON STATION ENTERPRISES, LLC
a FLORIDA limited liability corporation

By: _____
Name: DANIEL F FITZPATRICK
Title: PRINCIPAL CORPORATE ANALYTICS, LLC
AUTHORIZED AGENT

Witnesses:
Maureen J. Fitzpatrick
Maureen J. Fitzpatrick
Diane Rogers
Diane Rogers

STATE OF FLORIDA

see attached loose acknowledgment for notarization

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On June 18, 2001 (Date), before me, Victoria L. Winters, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))
personally appeared Daniel F. Fitzpatrick (Name(s) of Signer(s)),

☐ personally known to me
☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Victoria L. Winters
Signature of Notary Public

VICTORIA L. WINTERS
Commission # 1307566
Notary Public - California
Orange County
My Comm. Expires Jun 4, 2005

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: DCA Agreement
Document Date: 6-18-2001 Number of Pages: 6
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer
Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ of the Thompson Station Enterprises, LLC, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
Notary Public
My Commission Expires:

cannonranch618-120-255

EXHIBIT I

Development Agreement

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
CANNON RANCH, LLC., NEW CITIES LAND COMPANY, INC., BATES PROPERTIES, INC.,
AND DAD PROPERTIES, LLC
FOR CANNON RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 163

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and New Cities Land Company, Inc., a California corporation, Bates Properties, Inc., a California corporation, DAD Properties, LLC, a Florida limited liability company, and Cannon Ranch, LLC, a California limited liability company, collectively referred to herein as "Owners" of which Cannon Ranch, LLC is designated 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 March 20, 2001, Pasco County approved a Restated and Amended Development Order Approving, With Conditions, the Cannon Ranch Development of Regional Impact No. 163 (hereinafter "Amended DO") in response to a Notice of Proposed Change (NOPC) for DRI No. 163 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and

WHEREAS, on September 8, 2004, Pasco County approved a Second Restated and Amended Development Order modifying the Amended DO for the Project (the "Second Amended DO"); and

WHEREAS, DO Exhibit G, attached to the Second Amended D.O., and attached hereto as Exhibit F, 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 results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Second Amended DO Exhibit G; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER'S proportionate share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in DO Exhibit G; and

WHEREAS, Condition IV.M.1 of the Second Amended DO establishes the amount of $2,477,888.00 (in Year 2001 Dollars) as the DEVELOPER's proportionate share contribution for the transportation impacts of the build-out of the Project and requires the DEVELOPER to construct the SR 52 pipeline project as described in this Agreement (the "Pipeline Project"), and to pay an allocable portion of the $2,477,888.00 proportionate share cost (in the amount of $1,757,636.00 in 2001 dollars, as adjusted using the cost multiplier index of the COUNTY

Transportation Impact Fee Ordinance to recalculate the amount to the current day dollar amount when payment is made, to mitigate the Project's impacts to I-75 (the "I-75 Share"); and

WHEREAS, Condition IV.M.3.b.(3) of the Second Amended DO and this Development Agreement sets forth a schedule for completion of all phases of the Pipeline Project and for payment of the I-75 Share; and

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to accept the application of the DEVELOPER'S proportionate share contribution toward the construction of the SR 52 pipeline project and toward the payment of the I-75 Share as adequately mitigating the extra-jurisdictional impacts of the Project on the significantly impacted state and regional roadways; and

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Project, and to insure consistency between the Second Amended DO and this Development Agreement.

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

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 further set forth terms and conditions of the development approval of the Project, as defined pursuant to Amended DO, as the same relate to the design, right-of-way acquisition, permitting, and construction of the Pipeline Project. Nothing herein shall apply to or affect the development of the portions of the Project set forth in Condition IV.M.3.a. of the Second Amended DO. This Agreement is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER's participation in the Pipeline Project, 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 identified on Exhibit A. The holders of legal title are Cannon Ranch, LLC, a California limited liability company, New Cities Land Company, Inc., a California corporation, Bates Properties, Inc., a California corporation and DAD Properties, LLC, a Florida limited liability company.
2. Duration: This Agreement shall be for duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from date of execution.
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 Rezoning Petition No. 5634.

4. Public Facilities: Adequate transportation facilities for the Project will be provided through S.R. 52, and what is currently known as C.R. 577 and through the Pipeline Project. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 52, subject to a Utilities Service Agreement with the COUNTY. Adequate 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 MPUD Master Planned Unit Development Conditions of Approval dated March 22, 2001, as amended, and this Development Agreement.

6. Local Development Permits Needed: Prior to the construction of the Pipeline Project, the DEVELOPER shall obtain any necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

7. Findings: The COUNTY has found that the Project, as permitted and proposed, 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 MU (Mixed Use) and ROR, RES-6 and RES-3 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 and C-2 General Commercial. 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. General: The DEVELOPER agrees to the following concerning the Pipeline Project, as follows:

a. The DEVELOPER shall design, permit, construct, and acquire right-of-way for S.R. 52 as a four (4) lane roadway, including all drainage, flood plain and wetland mitigation adequate to satisfy all permitting requirements for a four (4) lane roadway, from the east ramp terminal of the I-75 interchange to (a) the western boundary of the Project on S.R. 52 as depicted on Exhibit "D" ("Western Boundary"), a distance of approximately 1.1 miles or (b) the Project's Main Entrance (as depicted on Exhibit "D") along the existing S.R. 52 route, a distance of approximately 1.5 miles; in addition, the DEVELOPER shall extend the second (outside) westbound, through-lane 750' west of the recent safety improvements made by the Florida Department of Transportation ("FDOT") (i.e., approximately 800 feet west of the interchange) (collectively the "State Road Pipeline Project"). The State Road Pipeline Project shall be generally consistent with Exhibits "B-1 and B-2" attached hereto and incorporated herein by reference. The DEVELOPER shall also design a four (4) lane roadway (capable of expansion to six (6) lanes) from the Western Boundary to the eastern boundary of Parcel 10 within the Project as depicted on Exhibit "D", and permit and construct the initial eastbound two lanes (offset) of such roadway, as well as design, permit and construct all drainage, flood plain, and wetland mitigation areas necessary for the ultimate six (6) lanes of such roadway (collectively the "County Road Pipeline Project"). The State Road Pipeline Project and County Road Pipeline Project are sometimes but not always collectively referred to herein as the "Pipeline Project". The DEVELOPER shall be responsible for the construction of all improvements related to the Pipeline Project, as more fully set forth herein. Once construction commences, it shall be accomplished expeditiously in accordance with the requirements set forth below.

b. The DEVELOPER shall pay the I-75 Share (as adjusted using the cost multiplier index of the COUNTY Transportation Impact Fee Ordinance to recalculate the amount to the current day dollar amount when payment is made) to the COUNTY on or before January 2, 2006, to be used toward six (6) laning of I-75 from I-275 to State Road 52 by the Florida Department of Transportation ("FDOT")[1].

c. The Developer shall proceed with the Pipeline Project in Phases as reflected on and generally in accordance with those portions of Exhibit "D" (attached hereto and made a part

[1] COUNTY has the right to enter into any agreements COUNTY deems necessary to transfer funds to FDOT for FDOT'S I -75 six (6) laning within the area between I-275 and S.R. 52 and/or to use the funds towards, or receive funds back from FDOT for construction of one or more of the roadways significantly impacted by the Project or a parallel facility if FDOT cannot expeditiously construct the subject 6-laning. DEVELOPER agrees to support COUNTY in the negotiation and execution of any such agreements.

hereof) relative to the Pipeline Project, all subject to and in compliance with paragraph D.1.a. and the following conditions:

(1) Phase One: The Developer shall construct the portion of the State Road Pipeline Project between the I-75 Interchange and McKendree Road, as an urban divided section, which shall include left turn lanes from both approaches at the intersection of SR 52/McKendree Road, and transition to the existing rural section immediately east of the

intersection, and the extension of the second (outside) westbound through-lane referenced in Paragraph D.1.a, and shall proceed in conformance with the schedule set forth on Exhibit "C" attached hereto and made a part hereof.

(2) Phase Two: This portion of the Pipeline Project shall be constructed in accordance with the applicable portion of paragraph D.1.a. as a divided suburban section from McKendree Road east to the Project's Main Entrance (as depicted on Exhibit D), either along the existing S.R. 52 alignment as shown on Exhibit "D" (the "Existing 52 Route"), or along the "Realigned Pipeline Project Route", also shown on Exhibit "D". The Existing 52 Route shall include an eastbound deceleration right turn lane and a westbound left turn lane at the Project's Main Entrance in accordance with the MPUD Conditions; including a signal when FDOT warrants are met. The Realigned Pipeline Project Route shall conform to Exhibit B-1 suburban section and shall include left turn lanes east and westbound together with deceleration right turn lanes east and westbound, including a signal when FDOT warrants are met. The schedule for Phase Two is set forth in paragraph D.1.k. below.

d. The COUNTY has commissioned a PD&E Report related to a proposed project known as the Clinton Avenue Extension (the "Extension") between McKendree Road on the west and a point east of Prospect Road, on the east, as shown on Exhibit "E-1" attached hereto and made a part hereof. The COUNTY's schedule for development of the Extension (the "COUNTY's Extension Schedule") includes the following dates:

(1) Completion of the PD&E on or before December 31st, 2004.

(2) Final committed funding for the right-of-way and construction and notice that the COUNTY has commenced preparation of construction plans for the COUNTY's Extension consistent with Exhibit "D" on or before May 1st, 2007.

e. The Developer shall dedicate, at no cost to the COUNTY, a 175' wide right-of-way (the "Project Right-of-Way") through the Project (i.e., the entire portion of the Extension between the Western Boundary and east boundaries of the Project, as depicted on Exhibits "E-1 and E-2," except that portion lying offsite [Parcel ID #11-25-20-0000-01100-0010], as depicted on Exhibit "D". DEVELOPER shall dedicate sufficient right-of-way such that, together with Parcel #11-25-20-0000-01100-0010, the right-of-way through the Project is at least 175 feet

in width. Said dedication shall be accomplished within ninety (90) days after receipt of the notice from the COUNTY that the PD&E Report for the Extension has been approved by the Board of County Commissioners, which includes the alignment through the Project as described above. The dedication of the Project Right-of-Way shall be consistent with the adopted PD&E Report. In the event that the Developer's final design plans vary from the Project Right-of-Way which has been dedicated, then the Developer shall convey such additional right-of-way as is necessary to be consistent with its final design plans and the COUNTY shall re-convey any portion of the Project Right-of-Way which is no longer consistent with the final design plans, provided that the final Project Right-of-Way shall in all events remain not less than 175' wide. The COUNTY shall similarly give notice to the Developer upon completion of each portion of the COUNTY's Extension Schedule, as set forth above; however the COUNTY's failure to provide such notice shall not relieve the Developer of any obligations set forth in this Agreement if the Developer, or its authorized representatives, have actual notice that the COUNTY has completed the applicable portion of the COUNTY's Extension Schedule, as set forth above.

f. Based on the approved alignment (i.e, the approved PD&E Report), the COUNTY shall design, permit, acquire right-of-way and construct the Extension (which shall include the portion within the Project Right-of-Way [except for the portion included within the Pipeline Project, which portions shall be constructed by the Developer] to the eastern terminus of the Extension as shown on Exhibit "E-1" as the "End Project"). Notwithstanding the foregoing, the DEVELOPER shall accommodate and construct all necessary drainage, floodplain and wetland mitigation for any portion of the COUNTY's Extension (up to six (6) lanes) lying within the Project at no cost to the COUNTY.

g. The Developer shall proceed with design, permitting, necessary right of way acquisition and construction of Phase Two along the Realigned Pipeline in conformance with the Developer's Phase Two Schedule, set forth below, and the Developer shall, additionally, design and construct the "Developer's Extension," as shown on Exhibit "D" and described below.

h. The Developer's Extension portion of the County Road Pipeline Project shall be designed, permitted and constructed in accordance with paragraph D.1.a. as a divided suburban section (in conformance with Exhibit B-1) between Loop Road and the east boundary of Parcel 10 as shown on Exhibit "D". The COUNTY shall pay for all costs related to the expansion of the County Road Pipeline Project beyond the two-lane section, except for those set forth above. The schedule for the Developer's Extension is set forth in paragraph D.1.k. below.

i. The COUNTY shall have the right to request a time extension of any of the dates referenced within the COUNTY's Extension Schedule, but the Developer shall be under no obligation to grant such extension(s) in the event the Developer reasonably believes that the requested time extension could have an adverse effect upon the Developer's plans for the Project.

j. In the event that the COUNTY fails to complete any portion of the COUNTY's Extension Schedule on or before the dates set forth above (and any extensions thereof, if any), then the Developer shall be released from the obligation to proceed with either the Realigned Pipeline Project route or the Developer's Extension, and the COUNTY shall re-convey the Project Right-of-Way to the Developer. In that event, the Developer shall proceed toward commencement and completion of Phase Two along the Existing 52 Route in conformance with the Developer's Phase Two Schedule, as set forth below. In any event, nothing herein shall preclude the Developer from proceeding with Phase Two along the Existing 52 Route (as the Pipeline Project) at an earlier date than required by the Developer's Phase Two Schedule, provided that Developer shall not be released from its obligation to thereafter complete Phase Two along the Realigned Pipeline Project Route and the DEVELOPER's Extension in accordance with this Agreement, on the condition that the County timely meets the County's Extension Schedule.

k. The Developer's Phase Two and Developer's Extension Schedule shall be applicable to either the Realigned Pipeline Project Route and Developer's Extension or the Existing 52 Route, as follows:

(1) The Developer shall complete its construction plans, permitting and right-of-way acquisition within thirty-six (36) months after the first to occur of: (a) written or actual notice of the COUNTY's commencement of preparation of the plans for the COUNTY's Extension; or (b) May 1, 2007.

(2) The Developer shall commence the process of seeking bids for the construction of Phase Two and Developer's Extension within ninety (90) days after notice of the COUNTY's commencement of the process of seeking bids for construction of the COUNTY's Extension, provided that if the COUNTY has not commenced the process of seeking bids for construction for the COUNTY's Extension on or before January 1, 2011, then the Developer

shall have the right to commence preparation of revised plans for construction of the Phase Two in accordance with the Existing 52 Route and shall complete permitting, right-of-way acquisition and commencement of the process of seeking bids for construction within thirty-six (36) months thereafter.

(3) Construction shall be completed within twenty-seven (27) months after commencement has occurred pursuant to Paragraph D.1.k.(2).

2. Default: If the DEVELOPER fails to meet any of the time frames set forth herein or on Exhibit "C" for the applicable phase or segment of the Pipeline Project, unless extended pursuant to sections E.6. or J.22. of this Agreement, then it shall be considered a default of this Agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by section H.4. below for the applicable phase or segment of the Pipeline Project (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY's rights to enforce the balance of the guarantees, if required). Upon said default, the issuance of building permits, plats and other development approvals shall cease until the applicable phase or segment of the Pipeline Project has been recommenced to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

E. PIPELINE PROJECT DESIGN, PERMITTING AND RIGHT OF WAY ACQUISITION PHASE

1. General: The DEVELOPER shall design (includes the State Environmental Impact Report [SEIR]), permit and acquire necessary right of way, if any, for the State Road Pipeline Project in accordance with the terms of this Agreement. The DEVELOPER shall design the Pipeline Project consistent with the COUNTY'S adopted PD&E Report for the Extension, as applicable.

2. Commencement/Completion: DEVELOPER shall meet all deadlines as set forth in Exhibit C and this Agreement as applicable to the phase or segment, unless extended as provided in paragraphs E.6. or J.22. below.

3. Design, Permitting and Right of Way Acquisition Costs: DEVELOPER shall be responsible for all costs of designing, permitting and right of way acquisition, if any, for the Pipeline Project.

4. Design Requirements: All design, permitting, and construction shall be in accordance with the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes, and the COUNTY. Construction plans shall comply with Exhibit B and otherwise with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall

indicate location(s) of drainage inlets and roadway facilities. 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, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or other projects along the Pipeline Project's or COUNTY's Extension's route, shall be owned, operated and maintained by the FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth in Section H.6. If the Pipeline Project's or COUNTY's Extension drainage facilities are commingled or combined with drainage facilities of the Project or other projects along the Pipeline Project's or COUNTY's Extension route, all such drainage facilities shall remain owned by the underlying land owner (including the Developer where applicable), and operation and maintenance of same shall be the responsibility of the respective underlying land owner. The underlying land owner shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing S.R. 52 drainage facilities serving the Pipeline Project and COUNTY's Extension, including those facilities that are commingled or combined, so that the FDOT or the COUNTY has the ability to maintain the facilities associated with the S.R. 52 Pipeline Project and COUNTY's Extension in the event the Developer or other respective underlying land owners default on its (or their) obligation to maintain the facilities.

b. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the Pipeline Project or COUNTY's Extension are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the Pipeline Project or COUNTY's Extension 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 FDOT or COUNTY, as applicable,

for the wetland and flood plain mitigation areas associated with the Pipeline Project and COUNTY's Extension which are owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Pipeline Project or COUNTY's Extension, including those areas that are commingled or combined, so the FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

5. COUNTY/FDOT Review and Approval of Design: For the State Road Pipeline Project, the DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and 100 percent design plans for the State Road Pipeline Project and shall submit the design plans to FDOT for review and approval after FDOT approval of the SEIR, and to the COUNTY for review and approval for consistency with the terms and conditions of this Agreement. FDOT shall review design plans within 30 days from receipt. For the County Road Pipeline Project, the DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans for the County Road Pipeline Project and shall submit the design plans to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Project from FDOT or the COUNTY, as applicable, prior to commencement of any bidding of any phase or segment of the Pipeline Project. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within ten (10) days of submission by Developer of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify DEVELOPER if not complete and correct within five (5) business days of receipt of the submission by DEVELOPER. The Developer shall provide at the time of 100 percent design and right-of-way plan submission (or sooner if required by other sections of this Agreement) estimates of the cost of constructing the phase or segment of the Pipeline Project for which plans have been prepared in accordance with the design plans, including inspection costs, and shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimates"). The Developer shall provide separate Cost Estimates for (1) Phase One of the Pipeline Project, and (2) Phase Two of the Pipeline Project and the Developer's Extension. All plans, once accepted and approved for construction by FDOT or the COUNTY, as applicable, shall become the property of the FDOT or the COUNTY.

6. Extensions: In the event the COUNTY requires additional time beyond said ten (10) days of submission by DEVELOPER of complete and correct documents for review and/or approval,

there shall be an automatic extension of the time periods set forth in this Agreement for the Pipeline Project for the number of days which it takes the COUNTY beyond the ten (10) days for the COUNTY's review and/or approval.

In the event DEVELOPER is unable to meet a deadline as set forth in this Agreement for the Pipeline Project, DEVELOPER may, prior to the deadline, submit a request to the County Administrator for an amendment to this Agreement to extend the deadline, which request the COUNTY Administrator agrees to submit to the Board of County Commissioners within thirty (30) days unless DEVELOPER agrees to extend said submitted time period beyond thirty (30) days. Extensions under this paragraph are separate from any other extensions provided herein.

7. Permitting Requirements: The DEVELOPER shall obtain any and all required permits for work it is to perform from the COUNTY and any and all applicable local and State regulatory agencies.

8. COUNTY Cooperation: The COUNTY shall, upon DEVELOPER's request, cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Pipeline Project. The DEVELOPER shall, upon the COUNTY's request, cooperate with the COUNTY in processing permit applications for the COUNTY's Extension.

9. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER in which the COUNTY or FDOT 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 and FDOT in no way assumes or shares any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the 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.

10. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities' infrastructure in conflict with the Pipeline Project. Relocation of any utilities infrastructure which is in conflict with the Pipeline Project shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The COUNTY agrees upon request of DEVELOPER to cooperate with the

DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes, in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, the DEVELOPER shall bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits.

11. Right-Of-Way Acquisition: DEVELOPER shall be responsible within the time frames set forth on Exhibit C and 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 storm water drainage facilities, off-site stormwater 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 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. If condemnation becomes necessary, the COUNTY and DEVELOPER shall work closely with the FDOT District Seven Right-of-Way Department to ensure that FDOT acquisition policies and procedures are followed concerning state road improvements.

Efforts will be made by the COUNTY and the DEVELOPER to have FDOT enter into a Joint Participation Agreement or otherwise provide a means for the COUNTY to act as a condemning authority with regard to the right-of-way required for the State Road Pipeline Project. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate, to the extent permitted by FDOT, in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority (e.g., pursuant to a Joint Participation Agreement with FDOT), 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 and State of Florida Minimum Technical Standards. 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

1. General: The DEVELOPER shall commence construction of the Pipeline Project in accordance with the conditions of the Second Amended Development Order and as otherwise required in this Agreement, unless extended as provided in paragraphs E.6. or J.22. below. The DEVELOPER shall proceed and complete the construction of the Pipeline Project in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY and other applicable Federal, State, and regional regulatory agencies including FDOT. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER's ability in its sole discretion, to accelerate the schedule for construction of any portion of the Pipeline Project.
2. Competitive Selection of Contractors: The DEVELOPER shall competitively award the contract for the construction of any Phase of the State Road 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. In addition to the foregoing, DEVELOPER shall comply with any applicable FDOT or State law competitive bidding requirements for the State Road Pipeline Project.

3. Tender of Project Area: Upon commencement of construction, the Pipeline Project project areas shall be deemed to be tendered to the Developer, and the Developer shall be in custody and control of the project areas. The DEVELOPER or its Contractor shall be responsible for providing a safe work zone for the public.

4. COUNTY and FDOT Observation: The COUNTY'S and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Pipeline Project and shall at all times have access to the work being performed pursuant to this Agreement for the COUNTY'S and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY or FDOT, as applicable, shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY or FDOT to observe or inspect the work on the Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the Pipeline Project is constructed in accordance with the plans and specifications and required standards. Observations by the COUNTY or FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER's requirements herein.

5. Right-of-Way: Prior to the FDOT's or the COUNTY's acceptance of the applicable phase or segment of the Pipeline Project, as applicable, the DEVELOPER shall meet the applicable requirements of FDOT and the COUNTY and cause all right-of-way, including right-of-way for drainage facilities, wetland and flood plain mitigation, as appropriate, to be conveyed to the FDOT or the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

6. Construction Requirements: During the construction phase of the applicable phase or segment of the Pipeline Project, 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. The DEVELOPER and/or its construction contractor(s), shall be responsible for supervising and inspecting the construction of the Pipeline Project and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

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 the Pipeline Project until the Project is completed and accepted by FDOT or the COUNTY, as applicable, which acceptance shall not be unreasonably withheld.

e. Require testing by an independent lab, acceptable to the FDOT and the COUNTY in accordance with Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage and utilities. 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 FDOT pursuant to Section 336.045, Florida Statutes, and by the COUNTY. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT and the COUNTY.

g. Provide to the FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the Pipeline Project, and such information shall become the property of the FDOT and the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with AutoCadd.

h. Provide the COUNTY on a quarterly basis with copies of the inspection reports submitted to FDOT.

G. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE

1. . The DEVELOPER's Proportionate Share for the Project shall be satisfied by the Pipeline Project.

H. IMPACT FEES AND GUARANTEES

1. Transportation Impact Fees: The DEVELOPER shall pay impact fees in accordance with the COUNTY's adopted Transportation Impact Fee Ordinance, as amended (the "Impact Fee Ordinance") and this Agreement. The COUNTY agrees to budget these impact fees in an impact fee account attributable to the Pipeline Project for reimbursement or impact fee credit to the

DEVELOPER or to the entity or entities (e.g., the DEVELOPER or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, as determined by the COUNTY, in accordance with this section. Once the performance guarantees referenced in Section H.4 below have been posted, the COUNTY agrees to reimburse or provide impact fee credits to the DEVELOPER, or to the entity or entities (e.g., the DEVELOPER or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, from this impact fee account for those expenditures on the Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with this Agreement and the Impact Fee Ordinance. The DEVELOPER shall not be entitled to cash reimbursement for expenditures that exceed the amounts held in the separate impact fee account and shall not be entitled to any interest on the account. In no event shall the Developer be entitled to any impact fee credits, offsets or reimbursement prior to the posting of the performance guarantees pursuant to Section H.4. below. The DEVELOPER shall be required to pay additional transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have impact fee credits or offsets sufficient to cover impact fees that are due.

To the extent that the DEVELOPER proceeds with development as permitted by Condition IV.M.3.a. of the Second Amended DO, transportation impact fees shall be paid for such development in accordance with the Impact Fee Ordinance, as may be amended by the COUNTY, provided that the amount of these impact fees shall be held by the COUNTY in the impact fee account and, after posting of the performance guarantees as referenced in Section H.4 below, the COUNTY shall reimburse or provide impact fee credits to the entity or entities (e.g., the Developer or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project from this impact fee account for those expenditures on the Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with the Impact Fee Ordinance and this Agreement; however, except as otherwise provided herein, these fees shall not be held for the cost of the Pipeline Project improvements beyond five (5) years after payment of same, and can thereafter be spent anywhere as desired by the COUNTY in accordance with the Impact Fee Ordinance as may be amended, from time to time. In addition, the time limits of the encumbrance and expenditure of these funds, as provided in the Impact Fee Ordinance, shall be waived by the DEVELOPER, and by its successors and assigns.

2. Transportation Impact Fee Credits:

a. Pipeline Project:

(1) General – Except as provided herein, DEVELOPER shall be eligible for transportation impact fee credits for actual reasonable design, engineering, SEIR, inspection, permitting, right-of-way and construction costs for the portions of the Pipeline Project lying outside the Project, as determined by the COUNTY Administrator or his designee consistent with the Impact Fee Ordinance and this Agreement, and not to be provided until the year adequate funds have been allocated for credits for

the Pipeline Project in the COUNTY'S adopted Capital Improvement Plan (CIP). The COUNTY presently anticipates allocating CIP funds for the Pipeline Project and I-75 Share in the following fiscal years: $1,500,000 in FY '05, $1,500,000 in FY '06, $1,500,000 in FY '07, $1,500,000 in FY '08, $1,500,000 in FY '09, $1,500,000 in FY '10 and $1,500,000 in FY '11; however, the COUNTY agrees to modify the CIP to ensure the DEVELOPER receives credits or reimbursement for creditable expenditures within one (1) year of the DEVELOPER submitting any requests or invoices for credit or reimbursement. To be eligible for credits, all requests and invoices for credits for the Pipeline Project shall be submitted to COUNTY within ninety (90) days of final acceptance by FDOT or the COUNTY of the Pipeline Project, as applicable, or for amounts under dispute with the construction contractors, no later than ninety (90) days of the conclusion of the dispute. All requests and invoices for credits shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits shall be issued to the entity or entities (e.g. the Developer or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, as determined by the County. DEVELOPER shall not be eligible for impact fee credits for: (1) any right-of-way dedication, design, permitting, or construction costs for the portions of the Pipeline Project within the Project, (2) any Pipeline Project costs not set forth in this Agreement, or (3) any Pipeline Projects costs not creditable under the Impact Fee Ordinance. Any credits issued to the Developer or CDD shall be assignable within the development until buildout and thereafter transferable within the same impact fee zone, in accordance with TIF Ordinance.

(2) Project Improvements – Design, permitting, right of way acquisition and construction costs for improvements to SR 52 necessitated by the Project for access to the Project from S.R.52 or other site-related Project access improvements, including but not limited to necessary 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), shall be included in the design, permitting, right of way acquisition and construction of the Pipeline Project, and are the responsibility of the DEVELOPER but are not eligible for impact fee credits.

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

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

(5) Transfer of Credits—Impact fee credits pursuant to this Agreement may be transferred in accordance with the Impact Fee Ordinance.

(6) Payments to COUNTY: In addition to the credits pursuant to (a) above, DEVELOPER or the entity or entities, to the extent that they contributed or financed the payment pursuant to D.1.b. shall be eligible, subject to the requirements of the Impact Fee Ordinance and the CIP limitations set forth above, for impact fee credits for the amount of payments to the COUNTY, pursuant to Section D.1.b. above, and for the Pipeline Project costs as identified herein.

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

4. Performance Guarantees by DEVELOPER:

a. General: Prior to approval of the first record plat (or first construction site plan where platting is not required) for development of improvements beyond those described in Condition IV.M.3.a. of the Second Amended DO, 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 guarantees and letters of credit, as specified in Paragraph b. and c. 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 or other development approvals. The performance guarantees 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. Three (3) separate performance guarantees shall be posted as follows:

b. Pipeline Project: DEVELOPER shall post initial performance guarantees in the amount of 125% of the COUNTY-approved Cost Estimates for (1) Phase One of the Pipeline Project, and (2) Phase Two of the Pipeline Project (based on the Realigned Pipeline Project Route) and the Developer's Extension to guarantee performance of such projects and all terms and conditions of this Agreement. Within 30 days after the applicable deadline for completion of construction plans, DEVELOPER shall provide COUNTY with updated Cost Estimates for the phase or segment for which plans have been prepared (i.e. (1) Phase One of the Pipeline Project and (2) Phase

Two of the Pipeline Project and Developer's Extension). 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 applicable 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(s) is not reduced below 125% of the COUNTY-approved Cost Estimates for the remainder.

c. 2006 Payment to COUNTY: DEVELOPER shall post a letter of credit in the amount of $1,757,636.00 in 2001 dollars to guarantee the payment to COUNTY required by Section D.1.b. above; however, if Developer has already made the payment to the COUNTY required by Section D.1.b., no letter of credit shall be required.

d. Subject to the terms of this Agreement and the COUNTY's remedies for failure to comply with such terms, the posting of the initial performance guarantee referenced herein, together with completion of the Phase One and Phase Two Pipeline Project construction plans and issuance of permits for Phase One and Phase Two shall authorize the DEVELOPER to proceed with a maximum development of 66.7% of the land uses described in Table 1 of the Second Amended DO (i.e., development that generates 2,555 external p.m. peak-hour trip-ends).

5. Guarantee of Payment: Prior to commencing construction on the applicable phase or segment of the Pipeline Project, the DEVELOPER, or its contractors, shall post in favor of the COUNTY and provide the COUNTY, for its approval, payment bond(s) acceptable to the COUNTY to guarantee payment of its obligations as required by law. The payment bond(s) shall be with a bank, surety, or other financial institution acceptable to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The payment bond(s) shall be in the amount of 125% of Construction Contract amount.

6. Maintenance Guarantee: Upon completion of each segment or phase of the Pipeline Project and final acceptance by the COUNTY and/or FDOT, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY and/or FDOT. The performance guarantees for the particular phase or

segment of the Pipeline Project may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to fifteen percent (15%) of the applicable Construction Contract amount, or the Developer may post separate maintenance bonds acceptable to the COUNTY to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc. and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

7. Concurrency: The COUNTY agrees that the time for construction of the development improvements required of the DEVELOPER pursuant to the Amended DO and this Agreement shall not be moved beyond the dates set forth in the Amended DO and this Agreement if the result would be any lessening of the DEVELOPER's rights to meet any present or future concurrency requirements through the build-out date in the Amended DO. The DEVELOPER's continued performance in accordance with this Agreement shall continue to vest the Project for transportation concurrency purposes through the build out date of the Second Amended DO, as it may be extended from time to time.

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 FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER's negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of the Pipeline Project, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from

the COUNTY or FDOT review referenced in paragraphs E.5. and E.9. 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 or FDOT'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 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 or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY or FDOT solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT. The DEVELOPER shall also include for the Pipeline Project this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

2. Insurance:

   a. General: No work shall commence on the Pipeline Project nor shall occupancy of any of the property within the project limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY and FDOT as set forth below:

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

      2. The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY and FDOT 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 and FDOT, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement between the DEVELOPER and the contractor for the Project.

3. All policies of insurance required by this Agreement shall require that the insurer deliver to the COUNTY and FDOT and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY, FDOT and the DEVELOPER, addressed to the parties as described in Paragraph 10.f 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.
4. 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, FDOT and the DEVELOPER which is applicable to the work provided for in this Agreement. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.
5. Receipt by the COUNTY or FDOT of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the contract documents does not constitute approval or agreement by the COUNTY or FDOT that the insurance requirements have been satisfied or that the insurance policies or Certificates of Insurance are in compliance with the requirements under this Agreement.
6. 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 its own insurance program.
7. 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.

8. 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 as provided hereinafter or require the DEVELOPER to procure any 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.

9. All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this Agreement, other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the COUNTY; the COUNTY Engineer; FDOT, and each of their elected officers, employees, and agents shall be "additional 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 improvements 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.

1. 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:

   (a) Workers' Compensation: Florida statutory requirements.

   (b) Employer's Liability: $1,000,000.00 each accident.

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

2. 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).

3. 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 ($1,000,000.00) combined single limit.

4. 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).

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

6. Special Instructions: Occurrence from professional liability insurance is highly preferred; however, in the event the consultant is only able to secure claims-made professional liability insurance, special conditions apply. Any Certificate of Insurance issued to the COUNTY must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the DEVELOPER shall require the consultant to be obligated by virtue of this Agreement

to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of this Agreement.

J. 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 the Pipeline Project.
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. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law, but it is in addition thereto.
3. Contracts: All contracts entered into by the DEVELOPER for the Pipeline Project 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 provisions of this Agreement in its entirety to be included and made a part of any contract for the Pipeline Project.
    (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 FDOT in Section 336.045, Florida Statutes; the COUNTY standards, the contract documents, and this Agreement.

5. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: Cannon Ranch, L.L.C., a California limited liability company, 5700 Saddlebrook Way, Wesley Chapel, Florida 33543; and to Pasco County c/o Bipin Parikh, P.E., Assistant COUNTY Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654. 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 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 constituting 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: Except where this Agreement specifically provides for the rights and obligations of FDOT, nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
16. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
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 identified in Exhibit A.
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 Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit 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 OWNERS and their successors and assigns. The DEVELOPER and OWNERS may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The COUNTY, at its option, may assume any of the rights and obligations of FDOT set forth in this Agreement.

22. Force Majeure: In the event the DEVELOPER's or COUNTY's performance of this Agreement is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts DEVELOPER's or COUNTY's performance of this Agreement as reasonably determined by other party. This paragraph shall not apply to force majeure events caused by DEVELOPER or under DEVELOPER's control, or caused by the COUNTY or under COUNTY's control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Pipeline Project or COUNTY's Extension and which

(continued on page 30)

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

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

APPROVED

SEP 8 2004

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

(SEAL)

ATTEST:

BY: _____
JED PITTMAN, CLERK

BY: _____
PETER ALTMAN, CHAIRMAN

Date: September 8, 2004

WITNESSES:

CANNON RANCH, LLC, a California limited liability company

BY: _____

TITLE: Agent

DATE: 8-24-04

WITNESSES:

NEW CITIES LAND COMPANY, INC.,
a California corporation

BY: _____
Lee Newell
President

DATE: 8-24-04

WITNESSES:

BATES PROPERTIES, INC.,
a California corporation

By: _____
Frederick M. Bates
President

DATE: Aug 24, 2004

WITNESSES:

DAD PROPERTIES, LLC
a Florida limited liability company

Greg Riehle

By: Thomas L Dempsey
Thomas L. Dempsey
Managing Member

DATE: 8-26-04

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26 day of August 2004 (date), by GREGORY D. BENNETT Agent (name of officer or agent, title of officer or agent acknowledging) of Cannon Ranch, LLC, a Florida limited liability company. He/she is personally known to me, ~~or who has produced~~ _____ ~~(type of identification) as identification~~.

Seal:

Mary L. Raymer
NOTARY

STATE OF California
COUNTY OF Monterey

Mary L Raymer
My Commission DD143232
Expires August 18, 2006

The foregoing instrument was acknowledged before me this 24th day of August 2004, ~~12th day of May, 2004~~, by LEE NEWELL, as President of NEW CITIES LAND COMPANY, INC., a California corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ ~~as identification~~.

JULIE TAN
Commission # 1414360
Notary Public - California
Monterey County
My Comm. Expires May 16, 2007

Julie Tan
Printed Name: Julie Tan
Notary Public
Serial Number (if any): _____
My Commission Expires: May 16, 2007

(NOTARY SEAL)

STATE OF California
COUNTY OF Monterey

The foregoing instrument was acknowledged before me this 24th day of August 2004 ~~12th day of May,~~ 2004, by FREDERICK M. BATES, as President of BATES PROPERTIES, INC., a California corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ ~~as identification~~.

JULIE TAN
Commission # 1414360
Notary Public - California
Monterey County
My Comm. Expires May 16, 2007

Julie Tan
Printed Name: Julie Tan
Notary Public
Serial Number (if any): _____
My Commission Expires: May 16, 2007

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

26TH DAY OF AUGUST BB

The foregoing instrument was acknowledged before me this ~~12th day of May~~, 2004, by THOMAS L. DEMPSEY, as Managing Member of DAD PROPERTIES, LLC, a Florida limited liability company, on behalf of the

company. He is personally known to me or ~~has produced~~ _____ ~~as identification~~.

BARBARA A. BACOT
Commission # DD0222740
Expires 6/15/2007
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

Barbara A Bacot
Printed Name: BARBARA A. BACOT
Notary Public
Serial Number (if any): _____
My Commission Expires: 6/15/2007

(NOTARY SEAL)

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

BY: _____
ATTORNEY

27
Rev. 8/23/04
BCC 9/8/04

EXHIBIT A

Legal Description

The East 1/2 of the Southeast 1/4 of the Northeast 1/4 lying South of State Road No. 52, LESS the West 250.00 feet of the East 596.85 feet thereof; The East 1/2 of the Northeast 1/4 of the Southeast 1/4 LESS the North 824.24 feet of the West 250.00 feet of the East 596.85 feet thereof; The East 600.00 feet of the Southeast 1/4 of the Southeast 1/4; And the South 110.00 feet of the West 720.00 feet of the Southeast 1/4 of the Southeast 1/4, all in Section 9, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Northwest 1/4, lying South of State Road No. 52; The South ½; The South ½ of the Northeast 1/4; and the West 3/4 of the Northwest 1/4 of the Northeast 1/4 lying South of State Road No. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Southwest 1/4; The Southwest 1/4 of the Northwest 1/4; The West ½ of the Southeast 1/4, Less road right-of-way; The South ½ of the Southwest I/4 of the Northeast 1/4 Less the North 300.00 feet thereof, and Less road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The West ½ of the Northeast 1/4 lying North and West of State Road No. 577; The Northwest ¼, Less road right-of-way; The North 3/4 of the Northeast 1/4 of the Southwest 1/4, Less the South 665.0 feet thereof and Less road right-of-way; AND The West ½ of the Southwest 1/4, Less and Except road right-of-way for Tucker Road, if any, all in Section 14, Township 25 South, Range 20 East, Pasco County, Florida.

AND

All of Section 15, Township 25 South, Range 20 East, Less and Except road right-of-way for Tucker Road, if any, Pasco County, Florida.

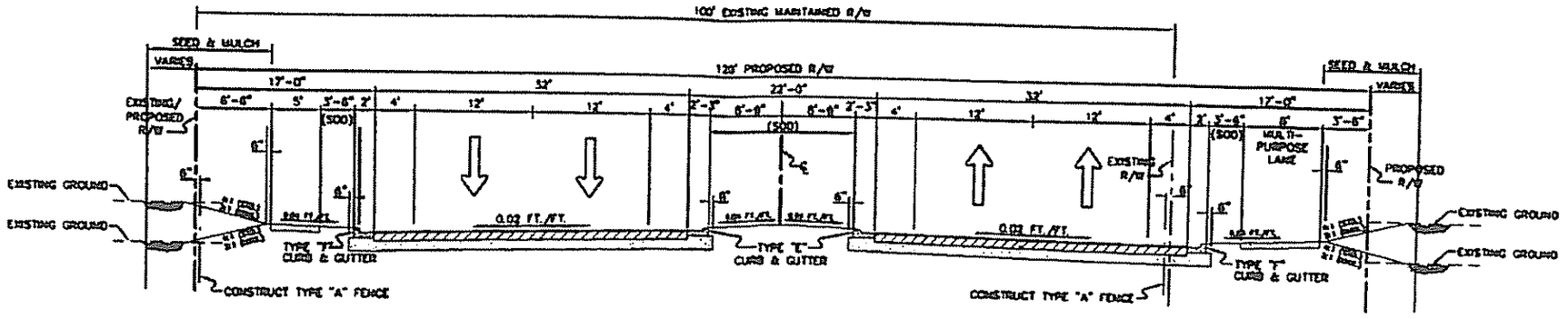
AND

The East ½ of the Southeast 1/4 and the East ½ of the Northeast 1/4, all in Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

LESS AND EXCEPT road rights-of-way.

AND LESS AND EXCEPT a tract of land lying in the North ½ of Section 10, Township 25 South, Range 20 East, Pasco County, Florida. Being further described as follows: Begin at the Southeast corner of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10: Thence North 89°50'42" West, along the South boundary thereof, a distance of 207.57 feet; thence South 52°18'05" West, a distance of 681.98 feet; thence North 37°14'55" West, a distance of 1320.00 feet to the Southerly right-of-way line of State Road 52; thence North 52°18'05" East, along said right-of-way line, a distance of 842.47 feet; thence 439.64 feet along the arc of a curve to the right (said curve having a radius of 666.20 feet, delta angle of 37°48'40", and a chord bearing and distance of North 71°12'25" East, 431.71 feet); thence continue along said right-of-way line, South 89°53'15" East, a distance of 490.25 feet to the point on the East boundary of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence departing said right-of-way line, South 00°29'58" West, a distance of 1281.30 feet to the Point of Beginning.

Containing 1,965.32 acres more or less.

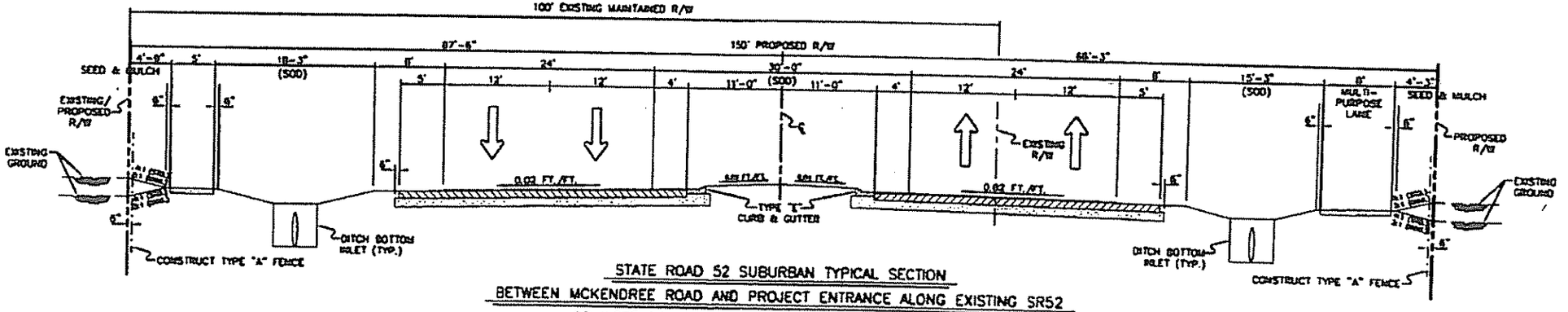


STATE ROAD 52 URBAN TYPICAL SECTION

BETWEEN I-75 AND MCKENDREE ROAD

NOT TO SCALE

NOTE:
ADDITIONAL 10' OF RIGHT-OF-WAY EXISTS ALONG ONE PASCO CENTER FRONTAGE (NORTH SIDE SR 52)



STATE ROAD 52 SUBURBAN TYPICAL SECTION

BETWEEN MCKENDREE ROAD AND PROJECT ENTRANCE ALONG EXISTING SR52

OR WEST BOUNDARY FOR REALIGNED PIPELINE PROJECT

NOT TO SCALE

MAINLINE PAVEMENT
1" ASPHALT CONCRETE FRICTION COURSE TYPE FC-4
3" ASPHALT CONCRETE STRUCTURAL COURSE TYPE S-1
12" LIMEROCK BASE COURSE
12" STABILIZED SUBGRADE (LBR-40) TYPE B

NOTE: SECTIONS LOOKING EAST

EXHIBIT B-1

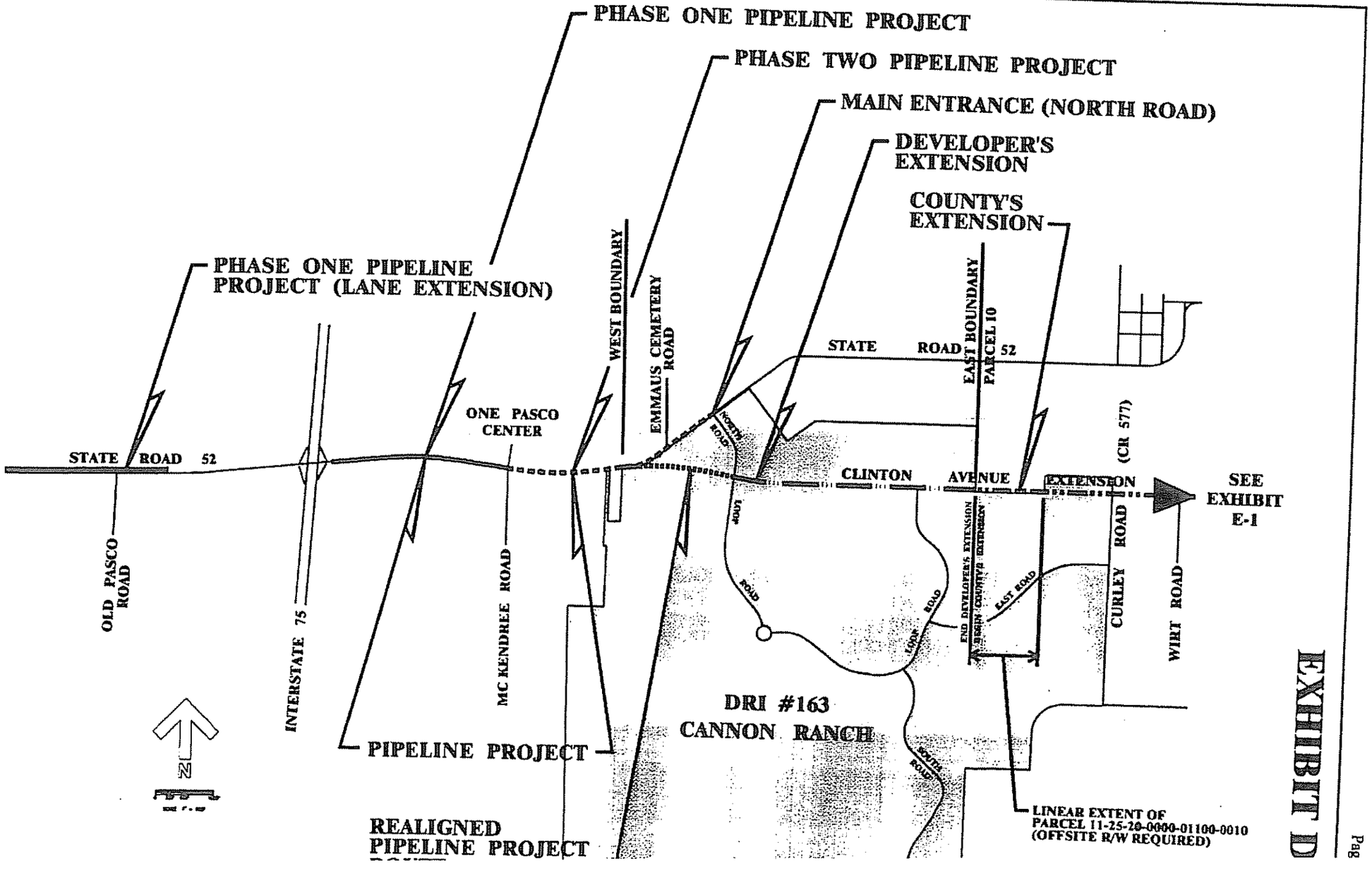
EXHIBIT B-2

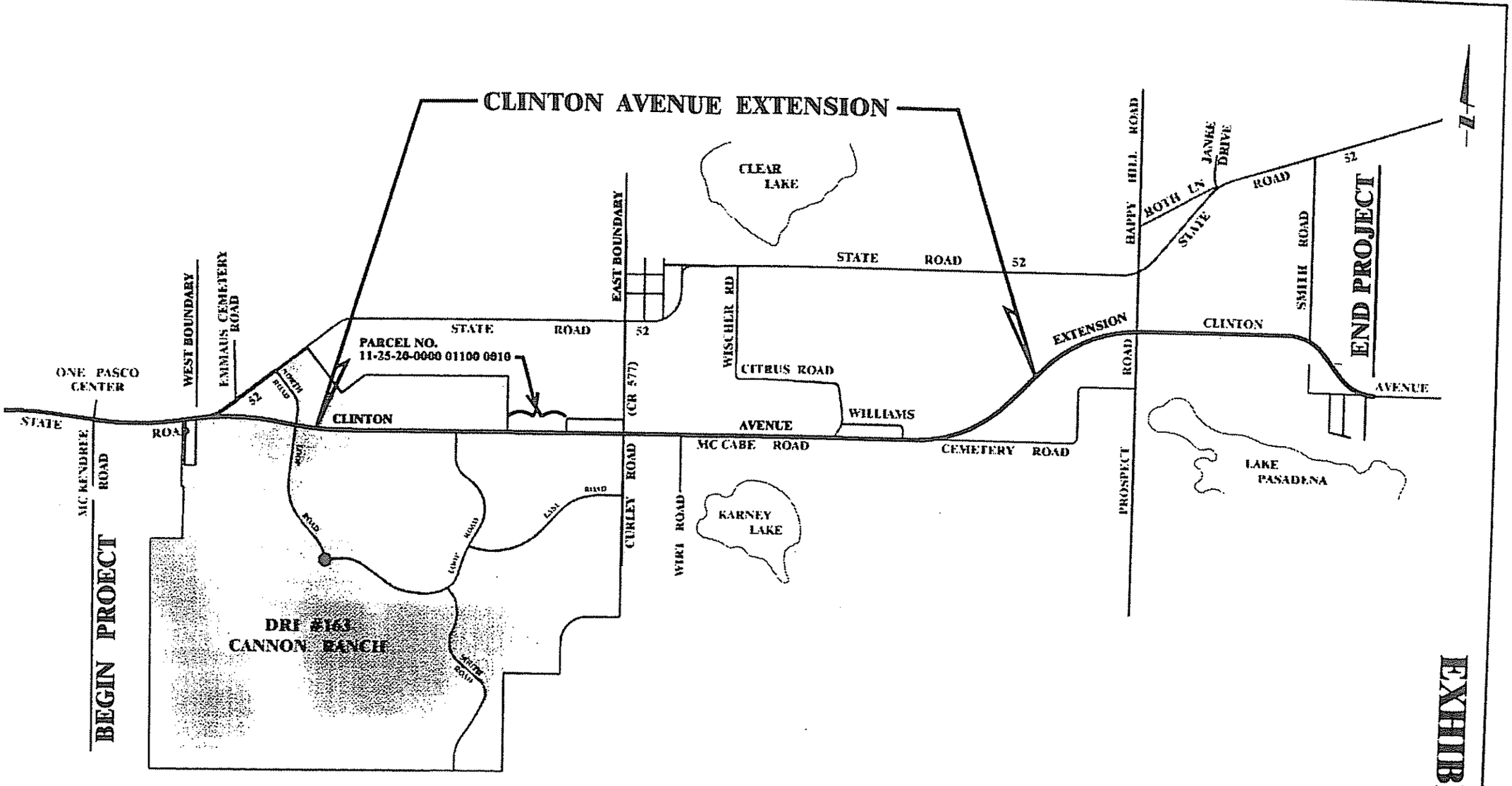
SEE EXHIBIT B-1
FOR CONTINUATION
℄ INTERSTATE 75
℄ STATE ROAD 52
EXISTING R.O.W. LINE
℄ OLD TAMPA BAY DRIVE
SEE THIS DWG.
MATCH LINE 'A'
EXISTING R.O.W. LINE
BENEFIELD J.C. TRUSTEE
NOTE: THE EASTERLY EXTENT OF THE TYPICAL SECTION IS BASED ON DRAGS'S FAIR SHARE DOLLARS AND MAY BE AFFECTED BY OTHER AVAILABLE FUNDING MECHANISMS.
SEE THIS DWG.
MATCH LINE 'A'
BEGIN W.B. THRU LANE EXTENTION
S.R. 52 PIPELINE IMPROVEMENT
STA. 578+58±
END W.B. THRU LANE EXTENTION
S.R. 52 PIPELINE IMPROVEMENT
BEGIN TRANSITION
STA. 568+06±
END TRANSITION
STA. 562+06±
℄ STATE ROAD 52
EXISTING R.O.W. LINE
℄ OLD PASCO ROAD
50'
ZOM PASCO HILLS LTD
EXISTING R.O.W. LINE
BAYWATER TAMPA BAY LLC
PHILLIPS CLARA CHRISTINE
LUCAS JOHN E.
SUMNER DENNIS E. & SHIFFMAN DANIEL D.
KRUSEN-FOUSOUS PARTNERSHIP
LYNCH FRANCIS E JR. & LYNCH DAVID S.
GUILFORD CHARITABLE UNITRUST G. REMAINDER LARRY GUILFORD TRUSTEE
MATTICK WILLIAM A
SOLOMON PARTNERS, INC
MARSHALL NOVAK
BOWS JOHN M. & ARTHUR H GIFFORD JR. TRUSTEE
CONIGLIO FAMILY TRUST THE CONIGLIO GEORGE L. & PAULETTE TRUSTEES
J.C. SHARBER & SALLY M WATSON SUMNER & JONES INVEST. CORP. & REHBERG L.W. & J.H. & KINNEY J.L.
DAVID PITTMAN
CHURCH OF GOD LIVING GOD IN TRUTH
MURBERG N MICHAEL JR.
WASHINGTON MARY J. & WILLIAMS DORIS A. JOHNSON
MIDKIFF PAUL P. & DENISE O. & BREWTON WILLIAM F. & PATRICIA M.

EXHIBIT C

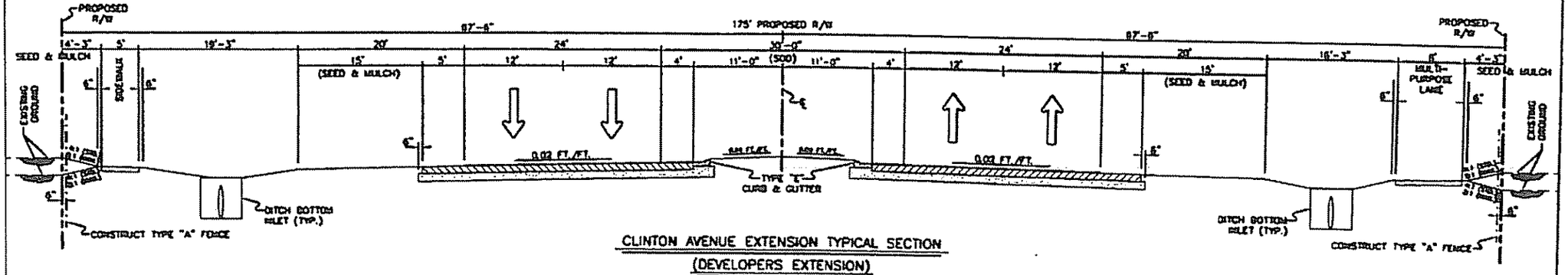
1. SEIR Study, completion of construction plans and issuance of permits—Within 18 months after the date of this Agreement.
2. Right-of-Way acquisition - shall be completed on or before 1/1/07.
3. Construction shall commence on or before 6/1/07
4. Construction shall be completed on or before 10/1/09.

* This schedule applies to Phase One and for purposes of this Exhibit, the date of this Agreement shall be the date on which it is approved by the Pasco County Board of COUNTY Commissioners, and if the Second Amended DO is appealed, then the date of this Agreement shall become the date on which the Second Amended DO becomes final and unappealable.


PHASE ONE PIPELINE PROJECT
PHASE TWO PIPELINE PROJECT
MAIN ENTRANCE (NORTH ROAD)
DEVELOPER'S EXTENSION
COUNTY'S EXTENSION
PHASE ONE PIPELINE PROJECT (LANE EXTENSION)
WEST BOUNDARY
EMMAUS CEMETERY ROAD
EAST BOUNDARY PARCEL 10
STATE ROAD 52
ONE PASCO CENTER
NORTH ROAD
CLINTON AVENUE EXTENSION
(CR 577)
SEE EXHIBIT E-1
OLD PASCO ROAD
INTERSTATE 75
MC KENDREE ROAD
400W ROAD
1400W ROAD
END DEVELOPER'S EXTENSION & BEGIN COUNTY'S EXTENSION
EAST ROAD
CURLEY ROAD
WIRT ROAD
DRI #163
CANNON RANCH
PIPELINE PROJECT
SOUTH ROAD
REALIGNED PIPELINE PROJECT
LINEAR EXTENT OF PARCEL 11-25-20-0000-01100-0010 (OFFSITE R/W REQUIRED)
N
EXHIBIT D


CLINTON AVENUE EXTENSION
CLEAR LAKE
EAST BOUNDARY
STATE ROAD 52
HAPPY HILL ROAD
ROTH LN
JANKE DRIVE
SMITH ROAD
END PROJECT
WEST BOUNDARY
EMMAUS CEMETERY ROAD
PARCEL NO. 11-25-26-0000 01100 0010
WISCHER RD
CITRUS ROAD
EXTENSION
CLINTON
ONE PASCO CENTER
CLINTON AVENUE
WILLIAMS
MC CABE ROAD
CEMETERY ROAD
PROSPECT ROAD
AVENUE
LAKE PASADENA
MC KENDREE ROAD
BEGIN PROECT
CURLEY ROAD
WIRT ROAD
KARNEY LAKE
DRI #163 CANNON RANCH
EXHIBIT E-1

| | | |



CLINTON AVENUE EXTENSION TYPICAL SECTION

(DEVELOPERS EXTENSION)

BETWEEN WEST BOUNDARY OF PROJECT AND EAST BOUNDARY OF PARCEL 10

NOT TO SCALE

MAINLINE PAVEMENT
1" ASPHALT CONCRETE FRICTION COURSE TYPE FC-4
3" ASPHALT CONCRETE STRUCTURAL COURSE TYPE S-1
12" LIMEROCK BASE COURSE
12" STABILIZED SUBGRADE (LBR-40) TYPE B

NOTE: SECTION LOOKING EAST

EXHIBIT E-2

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 100% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	616	100%	$0
	Construct WB left turn lane	$86,660					$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	706	23%	$20,684
	Construct WB left turn lane	$156,969					$36,103
	Construct NB left turn lane	$146,909					$33,789
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	290	51%	$60,415
	Construct WB right turn lane	$94,992					$48,446
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	77	8%	$13,086
						Subtotal	$519,240

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	552	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	690	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	216	8%	$895,400
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	269	10.98%	$2,248,147
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	289	26%	$5,817,590
						Subtotal	$14,221,725
						TOTAL	$14,740,965

Less New Rule Proportionate Share at 93.8835%	$14,178,557
	$562,408
Plus Old Rule Proportionate Share at 93.8335%	$1,915,480
TOTAL PROPORTIONATE SHARE	$2,477,888

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 93.8635% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	578	95%	$0
	Construct WB left turn lane	$86,660					$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	663	22%	$19,785
	Construct WB left turn lane	$156,969					$34,533
	Construct NB left turn lane	$146,909					$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	272	48%	$56,861
	Construct WB right turn lane	$94,992					$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	72	8%	$13,086
						Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	518	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	648	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	203	7%	$840,633
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	253	10.31%	$2,110,639
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	271	24%	$5,461,757
						Subtotal	$13,673,617
						TOTAL	$14,178,557

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, Old Equation, at 93.8835% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	DRI Traffic	Improved Capacity	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	578	1,269	95%	$0
	Construct WB left turn lane	$86,660					$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	663	5,514	22%	$19,785
	Construct WB left turn lane	$156,969					$34,533
	Construct NB left turn lane	$146,909					$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	272	896	48%	$56,861
	Construct WB right turn lane	$94,992					$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	72	4,288	8%	$13,086
						Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Existing Traffic	Available Capacity	DRI Traffic	Improved Capacity	Proportionate Share Percent	Proportionate Share Cost
SR-52, I-75 to McKendree Road, EB	Widen to four lanes	$5,404,714	1,312	602	710	518	1,750	-43.78%	$0
SR-52, I-75 to McKendree Road, WB			1,312	459	853	494	1,750	-82.00%	$0
SR-52, McKendree Rd to North Rd, EB	Widen to four lanes	$5,260,588	1,190	585	605	648	1,750	7.64%	$201,012
SR-52, McKendree Rd to North Rd, WB			1,190	445	745	617	1,750	-22.89%	$0
I-75, I-275 to SR-56, NB	Widen to ten lanes	$11,731,405	3,950	3,124	826	203	6,780	-22.02%	$0
I-75, I-275 to SR-56, SB			3,950	2,695	1,255	193	6,780	-37.51%	$0
I-75, SR-56 to SR-54, NB	Widen to eight lanes	$20,475,689	2,850	3,124	-274	253	5,710	8.83%	$904,033
I-75, SR-56 to SR-54, SB			2,850	2,695	155	240	5,710	2.98%	$305,495
I-75, SR-54 to SR-52, NB	Widen to six lanes	$22,445,026	2,855	2,334	521	271	3,970	-22.39%	$0
I-75, SR-54 to SR-52, SB			2,855	2,013	842	258	3,970	-52.36%	$0
							Subtotal		$1,410,540
							TOTAL		$1,915,480

Table 3. DRI 163 Recommended Off-Site Transportation System Improvements and 2000 Cost Estimates.

Location	Recommended Improvement	Length	Cost		Exist ROW	Needed ROW	Needed SF(1)	ROW Cost/sf	Est ROW Cost			
			Construction	Engineering						ROW	Signal	Total
McKendree Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.00	$0	$0	$150,000	$150,000
Curley Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.50	$0	$0	$150,000	$150,000
	Construct NB right turn lane	350 feet	$43,686	$13,543			3,665	$3.50	$12,828	$12,828	$0	$70,057
Pompanic Road/SR-52	Three-Way stop control	0 feet	$0	$0			0		$0	$0	$0	$0
	Construct WB left turn lane	530 feet	$68,153	$20,507			0	$3.00	$0	$0	$0	$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	550 feet	$68,649	$21,281			0	$3.00	$0	$0	$0	$89,930
	Construct WB left turn lane	960 feet	$119,824	$37,145			0	$3.00	$0	$0	$0	$156,969
	Construct NB left turn lane	830 feet	$103,598	$32,115			3,732	$3.00	$11,196	$11,196	$0	$146,909
Prospect Road/Clinton Avenue	Construct SB left turn lane	530 feet	$66,153	$20,507			[illegible]	$4.00	$31,800	$31,800	$0	$118,460
	Construct WB right turn lane	425 feet	$53,047	$16,445			[illegible]	$4.00	$25,500	$25,500	$0	$94,992
Old Pasco Road/SR-54	Construct SB right turn lane	450 feet	$56,168	$17,412			[illegible]	$5.00	$90,000	$90,000	$0	$163,580
SR 52: I-75 to Site (2)	Widen to 4D	1.40 miles	$3,021,614	$1,357,537	100	146	557,832	$11.00	$6,136,152	$6,136,152	$150,000	$10,665,302
I-75, I-275 to SR-56	Widen to ten lanes	1.67 miles	$7,032,899	$2,180,199	300	348	423,245	$5.95	$2,518,307	$2,518,307	$0	$11,731,405
I-75, SR-56 to SR-54	Widen to eight lanes	3.48 miles	$14,401,597	$4,464,495	300	312	220,493	$7.30	$1,609,597	$1,609,597	$0	$20,475,689
I-75, SR-54 to SR-52	Widen to six lanes	6.64 miles	$15,033,267	$4,660,313	300	306	210,355	$4.36	$2,751,446	$2,751,446	$0	$22,445,026
											Total	$66,544,978

Notes:
1. Right-of-way quantities in shading estimated by Pasco County.

	1999	2000
Highway Construction Cost per Lane-Mile:	$636,200	$659,035
Freeway Widening, 6 lanes to 10 lanes:	$4,065,400	$4,211,317
Freeway Widening, 4 lanes to 8 lanes:	$3,995,000	$4,138,390
Freeway Widening, 4 lanes to 6 lanes:	$2,185,600	$2,264,046
Unit Cost of Signal Installation:	$150,000	$150,000
Engineering Cost:	31% of Constuction Cost	

per 1999 Transportation Costs (FDOT Office of Policy Planning, Policy Analysis and Program Evaluation, July 2000), or estimated therefrom as noted below:

Add 4 Lanes to Existing 6 (estimated)	$4,065,400
Add 4 Lanes to Existing 4 (estimated)	$3,995,000
Add 2 Lanes to Existing 6 (Interstate - Inside) With 10' Paved Shoulders	$2,256,000
Add 2 Lanes to Existing 4 (Interstate - Inside) With 10' Paved Shoulders	$2,185,600

New Construction		
zero to 8	$3,663,400	
zero to 6	$3,231,800	$431,600
zero to 4	$2,613,800	$618,000
zero to 2 (estimated)	$1,809,400	$804,400

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR DRI NO. 163 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. 04-267 dated September 8, 2004, has adopted an amendment to the development order for a Development of Regional Impact known as DRI No. 163 (Resolution No. 89-145, as amended). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit A, Legal Description, 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, Legal Description, nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

(SEAL) BOARD OF COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

PETER A. ALTMAN, CHAIRMAN

APPROVED

SEP 8 2004

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

ATTORNEY

mo/ndri163/41

#163

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. 7000 1530 0001 7712 1968
RETURN RECEIPT REQUESTED

September 17, 2004

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

RE: Cannon Ranch - Development of Regional Impact (#163)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Cannon Ranch Development of Regional Impact #163, Development Order Amendment (Resolution No. 04-267), 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 September 8, 2004.

Sincerely,

Michael LaSala, AICP
Senior Planner

Enclosure

REVISED MAP H-2003

Located in Original Development Order Book

THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 04-267

A RESOLUTION AMENDING, CONSOLIDATING, AND RESTATING THE DEVELOPMENT ORDER FOR THE CANNON RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 163.

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), the Pasco County Board of County Commissioners adopted a development order approving, with conditions, the Cannon Ranch Development of Regional Impact (DRI), by Resolution No. 89-145, amended by Resolution Nos. 90-169 and 01-159; and,

WHEREAS, on March 20, 2001, the Board approved a Restated and Amended Development Order approving, with conditions, the Cannon Ranch DRI No. 163 (Amended DO), in response to a Notice of Proposed Change (NOPC) for Cannon Ranch DRI No. 163 (Project); and,

WHEREAS, the Amended DO included Exhibit "F," which describes the developer's proportionate share, the required roadway and intersection improvements required at Project build-out, and transportation mitigation conditions which the Florida Department of Community Affairs (FDCA), an agency of the State of Florida, found to inadequately address certain provisions of Section 380.06(15), F.S., and Rule 9J-2.045, Florida Administrative Code (FAC); and,

WHEREAS, on March 13, 2001, the FDCA determined that Rule 9J-2.0255, FAC, in effect at the time of the DO (the Old Rule), should have been used to calculate the proportionate share due for that portion of the Project which is equivalent to the impacts of Phase 1 of the Project as identified in the original DO and that Rule 9J-2.045, FAC, as in effect at the time of the Amended DO (the New Rule), should be used to calculate the proportionate share due for the balance of the Project; and,

WHEREAS, a dispute arose regarding the transportation conditions in the Amended DO, including the estimated developer's proportionate share, the required roadway improvements, and the lack of consistency of mitigation with Rule 9J-2.045, FAC, requirements; and,

WHEREAS, in order to avoid litigation, resolve the dispute, and remove any uncertainty as to the calculation and use of the proportionate share as well as mitigation conditions in the Amended DO, the FDCA and Thompson Station Enterprises, LLC, a Florida limited liability corporation (Thompson Station) (collectively, the Parties) agreed to enter into an agreement clarifying such issues; and,

WHEREAS, on June 18, 2001, the Parties entered into a Section 380.032 Agreement (Agreement) (Exhibit I) to resolve a dispute regarding the transportation conditions in the Amended DO. The said Agreement included provisions to resolve the dispute, including a requirement for the Parties to submit an NOPC by December 31, 2001, to accomplish an amended DO consistent with the said Agreement; and,

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 1 - 90 OF 90 PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 9/9/04
JED PITTMAN, CLERK TO THE BOARD
BY kMcCormick D.C.

WHEREAS, on December 28, 2001, Thompson Station filed an NOPC with Pasco County, Florida (County), Tampa Bay Regional Planning Council (TBRPC), and FDCA; and,

WHEREAS, subsequent to the filing of the third NOPC, Cannon Ranch, LLC, purchased the Project from Thompson Station, and Thompson Station assigned the rights as Developer to Cannon Ranch, LLC (Developer); and,

WHEREAS, in order to provide a single DO document incorporating all applicable provisions of the initial DO and subsequent modifications, a Consolidated and Restated DO has been prepared; and,

WHEREAS, the Board is the local government, governing body having jurisdiction over the review and approval of the said DRI in accordance with Section 380.06, F.S., as amended; and,

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

WHEREAS, the proposed change would revise and modify certain provisions of the Restated DO, including those related to transportation and mitigation of impacts therefrom, but would not extend the final date for build-out of the development.

NOW, THEREFORE, BE IT RESOLVED by the Board in regular session, duly assembled this ____ day of _____, 2004, that the DO for the Project be amended, consolidated, and restated (Second Amended DO) as set forth below:

I. **GENERAL FINDINGS OF FACT**: The Board, having received all related comments, testimony, and evidence submitted by each party and members of the general public, finds that there is substantial evidence to support the following findings of fact:

A. The Board approved Cannon Ranch DRI on April 18, 1989.

B. The Board approved the first NOPC on June 12, 1990.

C. The Board approved the second NOPC on March 21, 2001, and the amended and restated DO.

D. The Developer has submitted a request for approval of a third NOPC simultaneously to the County, TBRPC, and FDCA.

E. The above-referenced third NOPC to the Project is not a substantial deviation and, therefore, does not require further DRI review pursuant to Section 380.06(19), F.S., as amended.

F. Notice of the hearing was published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the hearing.

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

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

I. The Board has received and considered the TBRPC report on the above-referenced third NOPC.

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

K. The real property encompassed by this proposed DRI is owned by the Developer; New Cities Land Company, Inc.; Bates Properties, Inc.; and DAD Properties, LLC; and a description of the said real property is attached hereto as Exhibit A and made a part hereof by reference.

L. The nature, type, scope, intensity, density, costs, and general impact of the second NOPC for the DRI is that which is summarized on Composite Exhibit B, Application for Development Approval (ADA), sufficiency responses, and associated correspondence; Resolution No. 90-169, as approved by the Board on June 12, 1990, for the first NOPC is attached hereto as Exhibit C and made a part hereof by reference; Resolution No. 01-159, as approved by the Board on March 21, 2001, for the second NOPC is attached hereto as Exhibit D and made a part hereof by reference and in attached Exhibit E, the specific Findings of Fact contained on Pages 4-19 and 35-67 of the TBRPC Final DRI Report of the original DRI. The said exhibits are incorporated into the DO by reference herein. Further, the Developer's Commitments are attached as Exhibit F and the Proportionate Share Computation is attached as Exhibit G.

M. For the purposes of the balance of this Second Amended DO, "Application" shall mean the original DRI application as modified by the first, second, and third NOPC.

N. The proposed Pasco County Future Land Use Map classifications of the area subject to the Application are ROR (Retail/Office/Residential), RES-6 (Residential - 6 du/ga), and RES-3 (Residential - 3 du/ga). The land uses proposed in the Application are consistent with the policies of the adopted Pasco County Comprehensive Plan, subject to compliance with the conditions of this DO, the Development Agreement (DA), and the MPUD Master Planned Unit Development zoning conditions.

O. Zoning on the property which is subject to the Application is MPUD Master Planned Unit Development and C-2 General Commercial.

II. **CONCLUSIONS OF LAW**: The Board, having made the above findings of fact, reaches the following conclusions of law:

A. The Project will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed by the Application.

B. The Project is consistent with the State Land Development Plan.

C. The development is consistent with the report and recommendation of the TBRPC.

D. The development is not in an Area of Critical State Concern.

E. The above-referenced NOPC to the Project is not a substantial deviation and, therefore, does not require further DRI review pursuant to Section 380.06(19), F.S., as amended.

F. This Second Amended DO supercedes and replaces in its entirety the DO approved by Resolution No. 89-145 by the Board on April 18, 1989; the first amendment to the said DO approved by the Board on June 12, 1990, under Resolution No. 90-169; and the Restated DO approved by the Board on March 21, 2001, under Resolution No. 01-159. Unless otherwise specifically indicated, "Development Order" or "DO" shall hereafter mean this Second Amended DO.

III. **APPROVALS**:

A. Specific approval with conditions is granted for the entire Project as detailed below.

B. All development of the property subject to this DO shall substantially conform to the Application, unless otherwise modified by the provisions of this DO. Additional adverse impacts caused by the Project beyond those which were predicted in the Application shall not ensue unless, prior to the issuance of construction permits, mitigation is being implemented or is programmed pursuant to Pasco County, FDCA, and TBRPC policies and regulations.

C. Development of the area encompassed by the Application shall also be governed by the standards and procedural provisions of the adopted Pasco County Comprehensive Plan presently in effect and by land development regulations of Pasco County current at the time of preliminary plan/preliminary site plan submittals.

1. The requirements of and conditions imposed by the DO shall constitute regulations or restrictions which govern the development of the property described in Exhibit A, attached hereto. Following the adoption of this DO, all plans for development on the referenced property shall be consistent with the conditions and restrictions recited therein. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.

2. As provided in Chapter 190, F.S., and subject to the Board's separate approval of the creation of Community Development District(s) (CDD), CDD(s) are hereby authorized to undertake the funding and construction of any of the Project, whether within or without the boundaries of the district which are identified in this DO. Further, any obligations and rights of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County. The CDD shall be in conformance with Chapter 190.

D. If the Board determines, after due notice and hearing, that any development on an individual tract or increment is not in substantial compliance with the DO, the Board may direct that all development on that increment or tract shall cease until it is determined that the increment or tract in question can be developed in substantial compliance with the DO.

E. All of the Developer's Commitments attached as Exhibit F hereto (which are those set forth in TBRPC's original, final DRI Report as modified hereby) shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this DO.

F. The Developer shall adhere to the conditions of approval attached to the rezoning amendment for the subject property under Rezoning Petition No. 5634, approved by the Board on March 20, 2001, as the same shall be modified or amended pursuant to petition by the Developer approved by the Board.

IV. **SPECIFIC CONDITIONS**:

A. Project Authorization

1. Development of the Project is authorized to proceed pursuant to the applicable mix of approved land uses described in Table 1. DRI Annual Reports shall summarize the cumulative number of residential units and the cumulative amount of retail and office square footage for which Building Permits have been issued by Pasco County.

Table No. 1
Pasco County DRI No. 163
Approved Land Uses[1]

Land Use	Project Size
Single-Family (du)	2,350*
Accessory Dwellings	400*
Multifamily Condo/Townhouse	250*
Multifamily/Resort Style (du)	1,500*
Retirement Housing Units	2,600*
Golf Course (Holes)	36
Park (Number)	2
Commercial/Retail (000,ksf)	183
Office (000, ksf)	52

* The total number of dwelling units shall not exceed 6,700.

2. The Developer shall be required to pay all applicable impact fees and receive any applicable credits pursuant to the applicable impact fee ordinance, this DO, and the DA.

B. Land Use

1. Prior to approval of the first preliminary plan/preliminary site plan, the Developer shall submit to the Pasco County Surveyor a recent (within six (6) months of approval of this DO) boundary survey of the Project which has been certified by a Florida registered land surveyor and is referenced

1 The progression of the Project will be by dwelling units/square footage of development, as determined by market conditions. That is, the mix of multifamily, single-family residential units, and commercial (retail/office) square footage may vary within the geographic boundaries of the Project as shown on Revised Map H-2003, but the total development of the Project shall not exceed the net external trips approved for the Project. In order to qualify as a retirement residential unit, any such unit must be deed restricted for residents at least 55 years of age, or which otherwise qualifies for a deed-restricted community for purposes of the Federal Fair Housing Law. An accessory dwelling is one constructed on the same lot as the primary dwelling with its own cooking and bath facilities.

to a minimum of three (3) monuments to be provided by the Developer that are tied to State plane coordinates by Global Positioning System methods and approved by the Pasco County Surveyor. The coordinates of the monuments shall be shown on the said survey. Moreover, the monuments shall:

a. Comply with the National Geologic Survey Data Base Standards, Chapter 21 HH-6, FAC, as amended, and approved by the Pasco County Surveyor.

b. Be unobstructed and accessible on a twenty-four (24) hour basis and located on public property, unless otherwise approved by the Pasco County Surveyor.

c. Be conveyed by the Developer to Pasco County at the time of final plat approvals.

C. Water Quality and Drainage

1. All drainage system components shall comply with Chapters 17-25, 40D-4, and 40D-40, FAC, as amended, as well as all other applicable local, State, and Federal rules and regulations.

2. The Developer shall, at minimum, institute and implement ground and surface water monitoring to ensure that there is no degradation of water quality caused by development of the Project. The program shall be initiated no later than six (6) months prior to the commencement of on-site construction activity in order to ensure adequate background data is obtained through Project build-out. The Southwest Florida Water Management District (SWFWMD) and other appropriate agencies, pursuant to applicable law, will approve the parameters proposed to be tested, sampling locations, methodologies, and frequencies, and shall review the monitoring results. All analytical methods and procedures used shall comply with the United States Environmental Protection Agency/Florida Department of Environmental Protection (FDEP) Quality Control Standards and Requirements. The water-quality monitoring program shall be expanded concurrent with development of the Project. Documentation that all required monitoring plans and mitigative measures have been implemented shall be provided to Pasco County as part of each annual report. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County immediately and, if caused by on-site activities, such causal on-site activity shall cease until the violation is corrected.

3. Stormwater discharge from impervious surfaces into the sinkhole pond located along the western boundary of the Project must be in compliance with the requirement of Chapter 62-25, FAC, as amended.

4. The Developer shall implement best management practices for reducing water-quality impacts as recommended by currently adopted regulations of Pasco County and the SWFWMD.

5. An Integrated Pest Management Program will be developed for the golf course and common areas of the Project as part of environmental, site-management planning.

D. Wetlands

1. The wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan and jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency; i.e., SWFWMD, FDEP, or the Army Corps of Engineers. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan and platted as conservation/preservation areas. Allowable activities therein will be regulated and the area delineated by the FDEP and SWFWMD permitting criteria except for exempted wetlands. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan. The area contained therein shall be platted, or where no platting is required, designated as preservation or conservation areas, whichever is appropriate.

2. Lot lines shall not extend into wetland areas under the jurisdiction of the FDEP and SWFWMD. A minimum five (5) foot buffer shall be maintained around these areas, except wetlands altered in accordance with applicable dredge and fill permitting, both existing and proposed. Ownership and maintenance shall be provided by the mandatory homeowners'/property owners' association.

3. All modifications to on-site wetlands shall be carried out so as to maintain natural hydroperiods and flows pursuant to applicable local, State, and Federal regulations and as permitted by applicable regulatory agencies including any special conditions that may be attached to such permits. Documentation that the modifications meet regulatory and permitting criteria shall be reported as part of each annual report. Any variation from these requirements, mandated through the permitting process, shall be documented in the next annual report following issuance of the permit.

4. Use of on-site wetlands for stormwater treatment and disposal of treated wastewater effluent shall be carried out only where permitted by applicable local, State, and Federal regulations.

5. Monitoring of wetlands and wetlands hydroperiods shall be performed by the Developer and a report thereof, including any significant adverse alterations to wetlands hydroperiods, shall be part of the annual report. If it is apparent to applicable regulatory agencies that development regarding preservation/conservation areas is proceeding in violation of applicable permit conditions, Pasco County, and/or the applicable regulatory agency, shall notify the Developer and shall direct that the development activity which is in violation be corrected or cease until remedial measures have been taken to correct the violation and to cause the work to be in compliance with the permit conditions. Documentation that required remedial measures have been implemented shall be provided in the annual report, if applicable. All mitigation areas and littoral shelves shall be monitored semiannually for a period of four (4) years. Monitoring shall include species diversity and composition and efforts to control nuisance species encroachment.

Additional planting shall be performed, as necessary, to maintain an eighty (80) percent survival of planted species at the end of three (3) years.

6. Wetlands encroachment shall be mitigated on a minimum one-to-one, in-kind basis elsewhere on site or off site as approved by Pasco County. Mitigation for wetland losses shall be implemented prior to or concurrent with the wetlands being disturbed.

E. Flood Plains

1. The Developer shall designate appropriate Project facilities as hurricane shelters/host facilities for residents of this Project.

2. There shall be no net loss of hydrologic storage capacity within the 100-Year Flood Plain as defined in surface-water management permit applications for the Project submitted to the SWFWMD.

3. Base floor elevations for all habitable structures shall be at or above the 100-Year Flood Plain elevation. All preliminary plan submittals shall show 100-Year Flood Plain elevations.

F. Soils

1. The Developer shall, at minimum, implement the soil conservation measures referenced on Page 14-5 of the Application for Development Approval (ADA).

G. Air Quality

1. Roadway and intersection improvements listed in Table 3 of the DO are not required for the purpose of meeting applicable National Ambient Air Quality Standards.

H. Natural Vegetation and Wildlife

1. Relocation and/or habitat (upland as well as wetland) preservation plans for all threatened and endangered species previously reported in the Application as being present on development tracts shall be implemented as approved by the Florida Fish and Wildlife Conservation Commission (FFWCC) and other applicable regulatory agencies pursuant to applicable law. Documentation of compliance shall be submitted as part of the annual report prior to the issuance of any Building Permits for the affected tracts.

2. Prior to the first preliminary plan/preliminary site plan approval, the Developer shall conduct an appropriate follow-up survey for the presence of on-site nesting locations of sandhill cranes, southern kestrels, Sherman fox squirrels, and wood stork roosts or rookeries. If this survey reveals the existence of such nesting sites and the impacts of the proposed development on these species cannot be satisfied by the habitat preservation/relocation plans referenced above, then the Developer shall take protection steps, and shall continue to monitor the status of those species on or near the site. The monitoring results, if required, shall be submitted as part of the annual report.

3. Should any species other than those mentioned above which are listed in Section 39-27.003.005, FAC, as amended, be observed frequenting the site for nesting, feeding, or breeding prior to or during development, proper protection/mitigation measures shall be employed in cooperation with the FFWCC.

I. Historical and Archaeological Sites

1. The discovery of any significant historical or archaeological sites shall be reported to the Florida Division of Historical and Archaeological Resources and to Pasco County; and the disposition of such sites shall be determined in cooperation with the Florida Division of Historical and Archaeological Resources and Pasco County.

2. The Developer shall comply with the recommendations of Exhibits 19.1-1 and 19.1-2 of the Sufficiency Resource. Archaeological Site 8Pa2O2 (the Egg Hole site) shall be excavated and surveyed by a professionally capable entity prior to ground clearing or ground disturbing activities within the affected area until the significance of the site has been determined and written authorization to proceed with such activities has been received from the Florida Department of State and Pasco County. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the annual report.

J. Utilities: Water Supply, Wastewater Treatment, and Electric Power Services

1. Water and wastewater treatment shall be provided pursuant to the Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village, and Route 347, dated February 10, 1987, as it may be amended from time to time. A Master Utility Plan for the entire development must be submitted to the Pasco County Utilities Department for review and to the DRC for approval prior to approval of the first preliminary plan/preliminary site plan. This Utility Plan shall minimally show the following:

a. Trunk sewer lines and lift stations.

b. Main potable water lines and nonpotable water lines.

c. Any overhead electric lines.

d. Method of lighting all major roads.

e. Sewage treatment facility location.

f. The proposed method of treatment and the possibility of a nonpotable water system for irrigation.

2. Upon a determination by Pasco County that a need for the same exists, then within 120 days of a written request from Pasco County, the Developer shall donate to Pasco County one (1) three (3) acre well site for a water production facility as shown on the approved MPUD Master Planned Unit Development Plan, as amended.

3. Water-saving devices shall be required in the Project as mandated by Chapter 533.14, F.S., 1985 (the Florida Water Conservation Act).

4. Native vegetation shall be used in landscaping wherever feasible. Deed restrictions will be designed to provide a drought-tolerant, plant list; required water-conserving, irrigation systems; and incentives to create "natural areas" with native plants.

5. Irrigation shall be from reuse of treated effluent as set forth in the agreement referenced in Condition No. IV.J.1 above, where available and as permitted by appropriate regulatory agencies. Responsibility for installation of a dual, water-supply system shall be in accordance with the appropriate Utilities Service Agreement.

6. At the option of the County, and in lieu of the donation of the three (3) acre well site, the County may request the Developer to pay the County the sum of Seventy-Five Thousand and 00/100 Dollars ($75,000.00) for use in the construction of any additional water production facilities that may become necessary to provide service to the area.

K. Solid/Hazardous Waste

1. The collection, transportation, and disposal of solid waste is controlled by Pasco County ordinance(s) and shall take place in accordance with the terms of the said ordinance(s).

2. Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the Project.

L. Energy

1. The Developer shall implement the energy-conservation measures referenced on Page 25-6 to 25-8 of the ADA; however, the Developer shall not be required to build the percentage of attached housing or cluster buildings referenced in the pages identified.

2. Where economically feasible, all Project residents and businesses may use energy alternatives, such as solar energy, resource recovery, waste heat recovery, and cogeneration.

3. Energy-conservation programs shall be encouraged by the Developer to promote energy conservation and recycling by residents, employees, buyers, suppliers, and the public. A report on the implementation of and participation in energy-conservation programs shall be included in each annual report.

M. Transportation

1. Proportionate-share regional, roadway link and intersection improvements required to mitigate the transportation impacts of the Project are listed in Exhibit G of this DO, along with the costs thereof, the cost of necessary additional right-of-way, if any, and the Developer's proportionate share thereof as provided herein. The Developer's proportionate-share contribution for impacts of the build-out

Project is Two Million Four Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight and 00/100 Dollars ($2,477,888.00) in Year 2001 dollars. This amount has been calculated pursuant to the determination of the FDCA dated March 13, 2001, as follows:

a. The Developer's proportionate share for the originally approved Phase One of the project is estimated as One Million Nine Hundred Fifteen Thousand Four Hundred Eighty and 00/100 Dollars ($1,915,480.00), in 2001 dollars, pursuant to Old Rule, Rule 9J-2.0255, FAC.

b. The Developer's proportionate share for the balance of the project, that is now receiving specific approval, is Five Hundred Sixty-Two Thousand Four Hundred Eight and 00/100 Dollars ($562,408.00), in 2001 dollars pursuant to the New Rule, Rule 9J-2.045, FAC.

c. The Developer's total proportionate share for transportation impacts, calculated with the hybrid approach, is Two Million Four Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight and 00/100 Dollars ($2,477,888.00), in 2001 dollars.

d. The Developer has elected to design and construct the S.R. 52 Pipeline project (hereinafter Pipeline Project), as described in the attached DA, in order to mitigate the transportation impacts of the Project and the non-I-75 portion of its proportionate share obligation.

e. The portion of the DRI's proportionate share attributable to impact to I-75 (the I-75 Share), at build-out, is One Million Seven Hundred Fifty-Seven Thousand Six Hundred Thirty-Six and 00/100 Dollars ($1,757,636.00), in 2001 dollars.

2. Traffic Monitoring. Prior to preliminary site plan approval/plat approval of fifty (50) percent of the DRI entitlement (including already build portion) in terms of p.m. peak-hour projected trip generation, the Developer shall institute an annual monitoring program and provide annual monitoring reports to Pasco County to verify that the allowable trips are not exceeded. The total driveway trips of the development shall not be allowed to exceed 1,975 inbound or 1,856 outbound p.m. peak-hour trips, for a total of 3,831 p.m. peak-hour trips. The monitoring program shall be in accordance with the following:

a. The monitoring program shall contain field traffic 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 Pasco County.

b. If the monitoring reports indicate that the allowable trips are exceeded by more than five (5) percent, Pasco County shall conduct a substantial deviation determination and may amend the DO to change or require additional improvements.

3. Mitigation. The Developer shall fully mitigate its transportation impacts by means of constructing the Pipeline Project, payment of the I-75 Share, and payment of transportation impact fees (TIFs), all as more fully set forth in the DA attached hereto as Exhibit "I" and made a part hereof. In the

event of any conflict between this DO and the DA relating to transportation mitigation for the Project, the DA shall prevail.

a. Notwithstanding the foregoing, upon adoption of this DO, the Developer may proceed to develop 658 nonrestricted, single-family dwellings; 150,000 gross leasable square feet of commercial space; and an 18-hole golf course, or the equivalent thereof in terms of p.m. peak-hour trip-ends. During this initial increment of development, the Developer shall pay TIFs in accordance with the TIF Ordinance as it may be amended from time to time.

b. The DA includes the following:

(1) The final, detailed scope of the Pipeline Project improvement(s).

(2) A specification of the phasing of the Pipeline Project.

(3) A schedule for construction plans, permitting, right-of-way acquisition, and construction for each phase of the Pipeline Project to ensure the Pipeline Project is expeditiously constructed.

(4) A requirement that if the Developer should fail to adhere to the schedule of tasks in accordance with the DA, then no further Building Permits or development approvals shall be issued until the Pipeline Project has been recommenced to the satisfaction of the County.

(5) Provisions for assistance from Pasco County in the acquisition of right-of-way as needed.

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

Subject to the terms of the DA and the County's remedies for failure to comply with such terms, the execution of the DA, together with completion of Phases One and Two of the Pipeline Project construction plans, the issuance of permits, and posting of the financial performance guarantee(s) for the cost of required right-of-way and construction for Phases One and Two of the Pipeline Project shall authorize the Developer to proceed with maximum development of 66.7 percent of the land uses in Table 1 of this DO; i.e., development that generates 2,555 external p.m. peak-hour trip ends.

c. The Developer will pay its I-75 Share (in the sum of One Thousand Seven Hundred Fifty-Seven Six Hundred Thirty-Six and 00/100 Dollars ($1,757,636) in 2001 dollars to the County on or before January 2, 2006, to be used towards Florida Department of Transportation's (FDOT) six (6) laning of I-75 from I-275 to S.R. 52. The County shall enter into such agreements as it deems necessary to transfer the funds to the FDOT for such improvements or for a parallel facility if the FDOT cannot timely construct the subject six (6) laning.

Any material changes to the DA affecting the requirements in Sections IV.M.3.b and c above will be identified in the DO through the NOPC/DO process pursuant to Chapter 380, F.S., and Rule 9J-2, FAC Other amendments to the DA shall not require an NOPC or DO amendment.

4. Site Access Timing. If the initial access point to the Project is on S.R. 52, then no preliminary plan/preliminary site plan shall be approved which would result in more than 851 outbound or 910 inbound p.m. peak-hour trips until a second access point to C.R. 577 (Curley Road) is constructed. If the original access point is to Curley Road, then no preliminary plan/preliminary site plan shall be approved which would result in more than 586 outbound or 589 inbound p.m. peak-hour trips until a second access point to S.R. 52 is constructed. In no case, shall there be any approvals of record plat or issuance of final site plan approval where no plat is required beyond the 2,000th dwelling unit until the internal road network connects S.R. 52 to C.R. 577 (Curley Road).

5. Site Access Improvements. The Developer shall construct the appropriate case-intersection improvement at all Project entrances which shall include at minimum left-turn storage and right-turn acceleration/deceleration lanes and install traffic-control signals when warranted. The exact configurations, which include the Project access roads, shall be approved by Pasco County at or before the time of approvals of the preliminary plan/preliminary site plans. The improvements referenced in this subparagraph shall be considered site-specific and not eligible for impact fee credits.

6. Further Traffic Study Required. There shall be no DO time extension beyond the Year 2010 unless a Chapter 380, F.S., traffic analysis is approved by the County and reviewed by the FDOT and TBRPC.

N. Educational Facilities

The Developer shall identify alternative plans for school sites. One plan shall identify two (2) school sites: one of which shall consist of a minimum twenty (20) upland useable acres and one of which shall consist of a minimum of thirty (30) upland useable acres. If feasible, a second plan may also identify one (1) site consisting of a minimum fifty (50) upland useable acres for two (2) schools. The District School Board of Pasco County (the "District") shall, under any and all conditions, have the absolute right to require conveyance of one (1) or both sites in accordance with this paragraph. The proposed sites shall be in a location and configuration that meet the District's needs, without material, adverse impact on the Developer's plan, and contemplate and give consideration to the location of age-restricted occupancy, if any. Conveyance of the selected site(s) shall take place within sixty (60) days of the written request by the District; i.e., within sixty (60) days of each request if both sites are separately requested. The proposed site(s) shall be free and clear of all liens, excluded from the boundaries of any special district, and exempt from all covenants and deed restrictions. In all events, the District shall be required to request the school site(s) within seven

(7) years from the date of the issuance of the first residential Certificate of Occupancy (CO) of the Project, or the District shall be deemed to have waived its right to request the same. The County shall issue school impact fee credits to the Developer in an amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) per usable upland acre that is actually conveyed to the District. The said credits shall be issued after proof of the conveyance of the site(s) to the District is produced by the Developer to the County. Credits may be utilized by the Developer at its discretion subject only to the requirements of the Pasco County School Impact Fee Ordinance (the "Ordinance"), as amended. Should the Developer record restrictions requiring occupancy of all or a portion of the Project to be by persons at least fifty-five (55) years of age and otherwise qualifying as retirement units for purposes of the Federal Fair Housing Law, Section 760.29, F.S., and meeting the waiver requirements of the Ordinance, as amended, the Developer, the District, and the County may enter into an agreement that extinguishes unused impact-fee credits in exchange for the balance of the purchase price of the school site(s) to be paid in cash. In no event shall the Developer receive more than the equivalent of Fifteen Thousand and 00/100 Dollars ($15,000.00) per usable upland acre in any combination of credits and cash. The Developer may review the architectural and site plans for the proposed construction on the site(s); however, the Developer acknowledges that Pasco County has no control over this matter and the Developer shall communicate its comments directly to the District on this matter. The Developer further acknowledges that the District will only receive Developer's comments, and the District shall have no obligation to accept, apply or utilize such comments.

O. Fire and Police Protection

1. Fire protection shall be provided by the Pasco County Emergency Services Department, and police protection shall be provided by the Pasco County Sheriff's Office.

2. Within ninety (90) days of the adoption of the DO, the Developer shall convey to Pasco County a minimum of two (2) useable, contiguous, upland acres for the purpose of a public-service site. The site which shall be at a mutually agreed upon location to both the County and Developer within 1,500 feet of S.R. 52 and shall provide immediate and direct access to S.R. 52 unless otherwise approved by the DRC. In the event that the parties cannot agree on a site, the Developer agrees to pay Pasco County the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) to acquire off-site property within sixty (60) days of the County's request.

P. Library Facility

The Developer agrees to donate to the County a mutually acceptable site of up to five (5) acres in size within the Village District, Business District, or other approved location for a library facility. The Developer may have up to 120 days to donate such land from the time of formal written request from the County provided, however, that the County shall agree not to make such a request for the said site until funding is appropriated to construct the library facility. If the County makes such a request, then the donation

of the library site shall act as credit toward the land portion of the library impact fees according to the provisions of the Library Impact Fee Ordinance. The Developer shall be reimbursed for impact fees theretofore paid to the extent the land donation would amount to a duplicate payment. The Developer shall have the right to architectural and site plan review in order to ensure both the structure and site are compatible with the Project's Village District. However, if after platting and/or final site plan approval of fifty (50) percent of the 6,700 residential units allowed for the Project, the County has not appropriated the funds for construction and formally requested the donation of the library site, then the Developer shall no longer be required to make such a donation. The library site area may, with County approval, be reduced if the Developer can demonstrate to the County that shared parking is available at or near the library site and/or the Developer provides for the treatment and attenuation of stormwater from the library site within the Project's master stormwater system.

V. **DURATION**

A. This DO shall take effect on April 18, 1989.

B. The duration of the DO shall be a period of twenty-six (26) years, expiring April 18, 2015. The effective period may be extended by the Board upon a showing of good cause. Application for such extension shall be made at least sixty (60) days prior to the expiration date.

C. If the development does not commence within three (3) years of the date of adoption of this Second Amended DO, Pasco County shall conduct a substantial deviation determination. Commencement of development shall mean development of infrastructure, roadways, or vertical development unless otherwise approved by Pasco County.

D. Subject to compliance with the DO, DA, and applicable provisions of the Pasco County Comprehensive Plan and Land Development Code, the approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction before April 18, 2015, which is twenty-six (26) years from the date of adoption of this DO, unless Pasco County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred, or that the DO was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

E. In the event of an appeal of the DO, all schedules and deadlines set forth herein shall be extended by an amount of time equal to the time involved in the appeal.

F. The build-out date for the entitlements in Table 1 is December 31, 2010.

VI. **MONITORING PROCEDURES**

A. Monitoring of this DO shall be at the time of the annual report submittal and during review of the development approvals. Monitoring of the Project shall be carried out by the Developer, with review by the Pasco County Growth Management Department, FDOT, and TPRBC.

B. The Developer shall provide an annual report on the applicable FDCA form to the Pasco County Growth Management Department, TBRPC, and FDCA, or their successor agencies, on April 8, the anniversary date, of each year during the term of the DO. The annual report shall be the mechanism for documentation that the impacts attributable to the Project are equivalent to or less than those predicted in the Application. Should this not be the case, the annual report shall demonstrate that mitigation is being implemented or is programmed pursuant to the FDCA rules and policies. The report shall include, at a minimum, the following information:

1. An assessment of the Developer's compliance with each DO condition applicable at the time the report is filed.

2. Special studies and reports when applicable and as referenced in Condition Nos. IV.D.3., IV.D.5., IV.E.1., IV.H.1., IV.H.2., VI.I2., and IV.M.

3. Any changes in the proposed plan of development.

4. 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. The DRI annual reports shall summarize the cumulative development quantities for which COs have been issued by Pasco County and shall summarize the calculated number of p.m. peak-hour net, external, inbound and outbound trip ends estimated to be generated by that development based upon the transportation analysis referenced herein.

5. A description of development activity proposed for the next year.

6. A statement setting forth names and addresses of major assignees or successors in interest to this DO.

C. If the annual report is not submitted within thirty (30) days of the due date, Pasco County shall notify the Developer and may initiate a substantial deviation determination pursuant to Chapter 380.06(19), F.S.

D. Should the Developer divest itself of all interest in the Project prior to the expiration of this DO, the Developer shall, subject to approval by Pasco County, designate the successor entity to be responsible for preparation of the annual report.

VII. AMENDMENT/SUBSTANTIAL DEVIATIONS

A. Proposed or necessary changes to this DO, including those specifically referenced in Condition Nos. IV.M and V.C must undergo a substantial deviation determination by the Board. Application for a substantial deviation determination shall be made on the applicable FDCA form and reviewed pursuant to the provisions of Chapter 380.06(19), F.S., as amended, prior to implementation of such changes. Changes to the approved underlying MPUD Master Planned Unit Development zoning of the land covered by

the Application may be subject, if applicable, to the substantial modification procedures outlined in Section 522.6 of the Pasco County Land Development Code, as amended.

B. Application to amend any provision in DO shall be provided by the Developer to the TBRPC, FDCA, and Pasco County. Pasco County shall observe a minimum thirty (30) day review period to permit the TBRPC and FDCA sufficient time to present written comments on the proposed change and to notify Pasco County of its intent to appear at the public hearing, should such a hearing be required pursuant to Chapter 380.06, F.S.

VIII. **NOTICE OF ADOPTION**

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

B. The Clerk of the Board of County Commissioners shall return ten (10) certified copies of the Notice of Adoption to the Pasco County Growth Management Department to allow a single copy of the Notice to be supplied to the FDCA, TBRPC, and the Parties of record in these proceedings, along with the approved DO. The Pasco County Growth Management Department shall then send out the documents to the above-mentioned recipients.

IX. **SEVERABILITY**

If any section, subsection, sentence, clause, or provision of this resolution is held invalid, the remainder of the resolution shall be construed as not having contained the said section, subsection, sentence, clause, or provision, and shall not be effected by such holding.

DONE AND RESOLVED this 8th day of September, 2004.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

PETER A. ALTMAN, CHAIRMAN

APPROVED

SEP 8 2004

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

ATTORNEY

EXHIBITS

A. Legal Description

B. Application for Development Approval, Sufficiency Responses, and Associated Correspondence (made a part hereof by reference)

C. Resolution No. 90-69 as Approved by the Board on June 12, 1990, for the First NOPC (made a part hereof by reference)

D. Resolution No. 01-159 as Approved by the Board on March 21, 2001, for the Second NOPC (made a part hereof by reference)

E. Findings of Fact Contained on Pages 4-19 and 35-67 of the TBRPC Final Report of the Original Application for Development Approval (made a part hereof by reference)

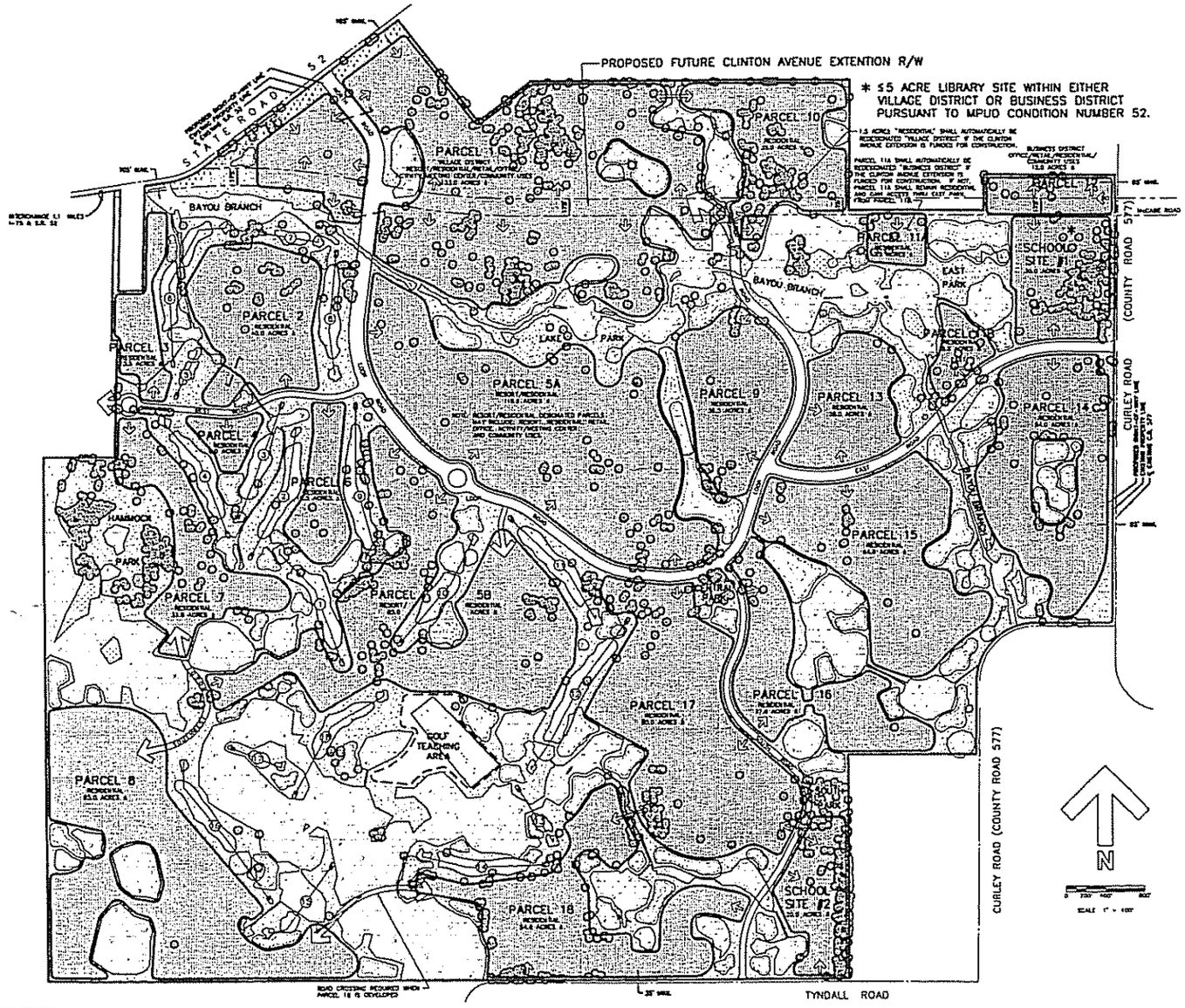
F. Developer's Commitments

G. Proportionate Share Computation

H. Section 380.032 Agreement

I. Development Agreement

REVISED MAP H-2003



SITE DATA	
TOTAL PROJECT AREA (ACRES)	1,885
MPUD AREA (ACRES)	1,885
SINGLE-FAMILY (DU)	2350
MULTI-FAMILY CONDO/TOWNHOUSE (DU)	250
MULTI-FAMILY/RESORT STYLE (DU)	1500
RETIREMENT HOUSING UNITS	2400
COMMERCIAL/RETAIL (000, KSF)[1]	185
OFFICE (000, KSF)[1]	52
MPUD DENSITY (UNITS/ACRE)	3.4

[1] THE PREDOMINANCE OF THE COMMERCIAL/RETAIL USE WILL OCCUR IN THE VILLAGE DISTRICT AND THE PREDOMINANCE OF THE OFFICE USE WILL OCCUR IN THE BUSINESS DISTRICT.

NOTE: THE MIX OF APPROVED LAND USES SHALL BE PURSUANT TO TABLE 1, FOOTNOTE 1 OF THE DEVELOPMENT ORDER.

OPEN SPACE	AREA (ACRES)	PERCENTAGE OF TOTAL SITE
TOTAL OPEN SPACE	813	46.5%
PROPOSED LAKES/PONDS	181	8.2%
FRESHWATER MARSH/PONDS	308	15.9%
ISLAND HABITAT	21	1.1%
GOLF COURSE & CLUBHOUSE FACILITIES (a)	285	14.5%
LAKE PARK	34	1.2%
HAMMOCK PARK	27	1.4%
EAST, CENTRAL AND SOUTH PARKS	10	0.5%
BUFFERS	48	2.4%
GREENBELTS & INTERNAL OPEN SPACE	31	1.6%

(a) IF ADDITIONAL ACREAGE IS REQUIRED IN ORDER TO EXPAND THE GOLF COURSE AREA TO ACCOMMODATE UP TO 45 HOLES, SUCH ADDITIONAL AREA SHALL NOT REDUCE THE OVERALL OPEN SPACE ACRES/PERCENTAGE OF THE TOTAL SITE.

LEGEND

- FRESHWATER MARSH
- PROPOSED LAKES
- MAJOR INTERNAL ROADWAYS
- PARCEL ACCESS
- ISLAND HABITAT
- EXISTING OAK HAMMOCK
- EXISTING SHELTERBELT

DRI #163

A Master Planned Community in Pasco County, Florida

REVISED MASTER DEVELOPMENT PLAN

Prepared For:

CANNON RANCH, LLC
5700 SaddleBrook Way Suite 314,
Wesley Chapel, Florida 33543-4499
Greg Bennett: (949) 633-6371

Prepared By:

WilsonMiller

Date Prepared : August 31, 2004

EXHIBITS

A. Legal Description

B. Application for Development Approval, Sufficiency Responses, and Associated Correspondence (made a part hereof by reference)

C. Resolution No. 90-69 as Approved by the Board on June 12, 1990, for the First NOPC (made a part hereof by reference)

D. Resolution No. 01-159 as Approved by the Board on March 21, 2001, for the Second NOPC (made a part hereof by reference)

E. Findings of Fact Contained on Pages 4-19 and 35-67 of the TBRPC Final Report of the Original Application for Development Approval (made a part hereof by reference)

F. Developer's Commitments

G. Proportionate Share Computation

H. Section 380.032 Agreement

I. Development Agreement

EXHIBIT A

LEGAL DESCRIPTION DRI NO. 163 (PROJECT)

The East ½ of the Southeast ¼ of the Northeast ¼ lying South of S.R. 52, less the West 250.00 feet of the East 596.85 feet thereof; the East ½ of the Northeast ¼ of the Southeast ¼ less the North 824.24 feet of the West 250.00 feet of the East 596.85 feet thereof; the East 600.00 feet of the Southeast ¼ of the Southeast ¼ and the South 110.00 feet of the West 720.00 feet of the Southeast ¼ of the Southeast ¼ all in Section 09, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The Northwest ¼, lying South of S.R. 52; the South ½; the South ½ of the Northeast ¼ and the West ¾ of the Northwest ¼ f the Northeast ¼ lying South of S.R. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Southwest ¼ the Southwest ¼ of the Northwest ¼ the West ½ of the Southeast ¼ less road right-of-way; the South ½ of the Southwest ¼ of the Northeast ¼ less the North 300.00 feet thereof, and less road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The West ½ of the Northeast ¼ lying North and West of S.R. 577; the Northwest ¼, less road right-of-way; the North ¾ of the Northeast ¼ of the Southwest ¼ less the South 665.0 feet thereof and less road right-of-way; AND the West ½ of the Southwest ¼ less and except road right-of-way for Tucker Road, if any, all in Section 14, Township 25 South, Range 20 East, Pasco County, Florida.

AND

All of Section 15, Township 25 South, Range 20 East, less and except road right-of-way for Tucker Road, if any, Pasco County, Florida.

AND

The East ½ of the Southeast ¼ and the East ½ of the Northeast ¼ all in Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

LESS AND EXCEPT road rights-of-way.

AND LESS AND EXCEPT a tract of land lying in the North ½ of Section 10, Township 25 South, Range 20 East, Pasco County, Florida. Being further described as follows: Begin at the Southeast corner of the West ¾ of the Northwest ¼ of the Northeast ¼ of said Section 10: Thence North 89°50'42" West, along the South boundary thereof, a distance of 207.57 feet; thence South 52°18'05" West, a distance of 681.98 feet; thence North 37°14'55" West, a distance of 1320.00 feet to the Southerly right-of-way line of S.R. 52; thence North 52°18'05" East, along said right-of-way line, a distance of 842.47 feet; thence 439.64 feet along the arc of a curve to the right (said curve having a radius of 666.20 feet, delta angle of 37°48'40", and a chord bearing and distance of North 71°12'25" East, 431.71 feet); thence continue along said right-of-way line, South 89°53'15" East, a distance of 490.25 feet to the point on the East boundary of the West ¾ of the Northwest ¼of the Northeast ¼ of said Section 10; thence departing said right-of-way line, South 00°29'8"West, a distance of 1281.30 feet to the Point of Beginning.

Containing 1,965.32 acres, ore or less.

EXHIBIT B

Application for Development Approval

Sufficiency Responses and Associated Correspondence

(made a part hereof by reference)

EXHIBIT C

Resolution No. 90-169
As Approved by the Board on
June 12, 1990, for the First NOPC

(made a part hereof by reference)

EXHIBIT D

Resolution No. 01-159
As Approved by the Board on
March 21, 2001, for the Second NOPC

(made a part hereof by reference)

EXHIBIT E

Findings of Fact Contained on
Pages 4-19 and 35-67 of the
TBRPC Final Report of the Original
Application for Development Approval

(made a part hereof by reference)

EXHIBIT F

Developer's Commitments

Exhibit F

DEVELOPMENT OF REGIONAL IMPACT NO. 163
CANNON RANCH DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval and Sufficiency Responses which shall be honored by the developer, except as they may be superceded by specific terms of the development order.

General Project Description

1. Cannon Ranch will be developed in accordance with the conditions of the MPUD Master Planned Unit Development zoning as approved or amended by the Pasco County Board of County Commissioners.

2. Preliminary plan approval will be obtained for an entire parcel prior to any construction drawing approval within the parcel. A concept design is subject to approval by Pasco County for an entire multifamily or commercial increment prior to phased site plan approval within the increment.

3. The maximum number of units for Cannon Ranch will not exceed 6,700 residential units including accessory dwellings. The number of units and density, however, may increase or decrease within any specific development parcel or pod shown on the Master Development Plan as provided in the MPUD Conditions of Approval.

Environmental and Natural Resources

Air

4. Contracts for site development will contain specifications that will obligate the contractor to comply with all applicable particulate pollution control requirements. Adverse air quality impacts will be minimized during the construction phase as necessary to control fugitive dust emissions and by adhering to applicable County regulations for open burnings.

5. To prevent wind erosion and resultant fugitive dust, standard construction procedures for watering will be employed and stabilization of disturbed ground surface with grassing or other acceptable materials will be accomplished as soon as practical after construction completion. Construction specifications will encourage contractors to limit clearing efforts to areas where work will be immediately performed and to discourage mass clearing.

Land

6. Where building structures are proposed within areas of seasonally high groundwater conditions, appropriate depths of fill material will be placed to raise the building pads to protect the foundations and provide for proper surface drainage. No attempts will be made that will have an adverse impact on groundwater levels or flow.

7. Landscape buffering will be provided along the described roadways in accordance with Table 2.3 "Buffer Matrix" in the Community Development Standards. The buffers will be created no later than development of the adjoining increment or parcel.

Water

8. The sinkhole on the site identified as potentially significant will be protected by designating the surrounding area as recreational open space. Discharge of stormwater from developed areas will be subject to the provisions of 17-25 Florida Administrative Code (FAC), prior to, discharge into the sinkhole or nearby marsh system.

9. Surface and groundwater monitoring programs will be implemented no later than six months prior to the commencement of onsite construction activity and as required by the permitting agencies pursuant to the statements and rules applicable to Cannon Ranch.

Wetlands

10. The grading and drainage techniques to be used on site will be designed to avoid adverse impact an normal hydroperiods in wetlands. Special precautions will be taken during construction to protect environmentally sensitive areas. All protected areas will be marked in the field prior to earthmoving activities. Sloped grading toward wetlands will be stabilized with vegetation as soon as practical following disturbance of existing grades. Hay bale barriers will be used to control erosion and sedimentation where construction is in close proximity to existing wetlands. The hay barriers will be kept in place until the affected slopes are stabilized. Stormwater from construction sites will, as soon as

feasible, be directed into proposed retention ponds to reduce surface runoff and silt screens will be utilized where dredge and fill activities within wetlands warrants their use.

11. Unless otherwise permitted by appropriate agencies, wetlands will not be included within the surface storage volume of proposed drainage/detention ponds. Covenants will be incorporated as deed restrictions for the protection of wetland habitats to be retained according to the revised master plan where they occur within privately owned parcels on the Cannon Ranch.

12. The use of design features such as spreader swales, sedimentation basins, and skimmers will be integrated into the drainage design for wetland use per applicable regulations pertaining to water quality. The utilization of wetlands for stormwater management will be designed to maintain the normal range of water fluctuation between the normal low water and the seasonal high water to prevent desiccation or overimpoundment. Periodic increases in water levels and duration of hydroperiods associated with design storm events will be experienced, but are not expected to have any significant effect on the existing wetland species.

13. The homeowners' association or community development district, will own and maintain wetlands within common open space areas. If the golf course remains privately owned, maintenance shall be through that entity. Covenants will be incorporated as deed restrictions for the protection of wetland habitats where they occur within privately owned parcels on the Cannon Ranch.

14. Wetland mitigation will be accomplished by expansion of wetlands, creation of wetlands along channelized ditches connecting wetlands, within littoral zones of proposed water bodies or through preservation of upland habitat. Mitigation will be implemented prior to or reasonably concurrent with the wetlands being disturbed. Activities within wetlands will be subject to the permitting requirements of 17-4 and 40D-4 of FAC, to the extent applicable.

15. The development plan indicates that approximately 45 percent (913 acres) of the total site area will be used as wetland/conservation areas, proposed lakes, golf courses, equestrian center, neighborhood parks, and open space.

16. Definitive wetlands on Cannon Ranch will remain undisturbed through the course of development.

17. Unless otherwise waived by the applicable regulatory agency, mitigation of jurisdictional wetlands impact will be on a one-to-one basis.

18. Adverse displacement of 100-year flood storage volumes will be compensated for by provision of additional storage capacity in detention areas or creation of natural storage areas on adjacent uplands or otherwise mitigated.

19. Minimum first floor elevations shall be at or above the 100-Year Flood Plain elevation and will be established by final design plans and calculations prepared by a Florida registered engineer and shall be subject to the review of the Pasco County Engineering Services Department.

Vegetation and Wildlife

20. Live oak hammocks and pine shelter belts will be preserved within recreational and open spaces as depicted on Revised Map H-2003. A tree survey and/or on-site tree marking which distinguishes the trees to remain and those to be removed will be submitted with each preliminary plan. Each such survey or making plan will overlap the adjoining parcel. Such survey or marking plan will show the limits of the predevelopment and post development tree canopy. It is the intent of the applicant and the County to maintain a significant amount of the existing tree canopy and specimen-sized trees on-site.

21. Approximately 21 acres of upland islands adjacent to freshwater marsh as depicted on Revised Map H-2000 as amended by Revised Map H-2003 will be reserved for wildlife habitat. These areas will be isolated from development parcels by marshland and/or golf course fairways, or other passive open space.

22. Oak hammocks and isolated oak clusters will be retained where they occur in passive open-space areas.

Historical and Archeological Site

23. Of the 13 prehistoric, archeological sites located during the field survey, the Egg Hole Site (SPA202), is considered potentially eligible for inclusion on the National Register of Historic Places. A limited test excavation and survey to determine the significance of this site
shall be performed and written authorization to proceed shall be received from Pasco County and the Florida Department of State prior to development of the Egg Hole Site.

Public Facilities

Wastewater Management

24. The proposed Wesley Center Subregional Reuse Facility will be constructed by others which will allow for the use of treated effluent for irrigation to the extent available.

25. The applicant agrees to pay the County such reasonable fees for wastewater treatment service as from time to time are established, by ordinance, by the Board per the Water and Wastewater Treatment Service Agreement as amended.

26. The golf course will use spray effluent irrigation, to the extent made available by the County, which will assist efforts to conserve potable water.

27. A graywater irrigation system will be constructed on-site for the use of treated effluent for irrigation proposed to the extent such effluent is available from the "Wesley Wastewater Treatment."

Drainage

28. All stormwater from developed areas will be treated in accordance with the provisions of FAC, Chapter 17-25, prior to discharge into the sinkhole or nearby marsh system. In addition, rainfall events up to the 25-year storm event will be attenuated but allowed to discharge into historic drainage basins, thus causing no "adverse" reduction in surface or groundwater contributions to the sinkhole as a result of this development, and no adverse alterations of stormwater discharge into it.

29. No design of an individual increment or parcel or portion of an increment or parcel shall be dependent upon the ultimate construction of future increments or parcels unless an interim design for drainage through a future increment or parcel is approved by the Pasco County Development Review Committee.

30. Prior to approval of the Master Drainage Plan, an ownership and maintenance program for preservation/ conservation areas, recreational areas, recreational vehicle storage areas, drainage areas, detention and retention ponds, common areas, and landscape buffer areas must receive Development Review Committee approval. It is anticipated that the ownership and maintenance responsibilities will be provided by restrictive covenants which run with the land.

31. The Master Drainage Plan, will contain the necessary design features to regulate off-site discharge of run off at a rate equivalent to the natural discharge presently existing on-site for a 25-year (24-hour duration) storm event.

32. Stormwater treatment facilities will be designed to intercept the first half-inch of rain for filtration or treatment in accordance with stormwater guidelines under FAC 17-25.

33. Adequate easements and rights-of-way will be dedicated to the County, the community development district or the homeowners' association as applicable for operation and accessibility of the stormwater management system.

Water Supply

34. One three-acre community-service well site will be provided to the County in accordance with the Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village, and Route 347 dated February 10, 1987, as amended.

Solid Waste

35. The collection, transportation and disposal of solid waste is controlled by Pasco County ordinances(s), and shall take place in accordance with the terms of said ordinances. Solid waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid waste recycling for all phases of and all types of development within Cannon Ranch.

Energy

36. All energy saving techniques pertaining to specific building design and use of energy efficient building materials will be encouraged where feasible throughout the development of the community.

Recreation and Open Space

37. If the payment described below is not timely delivered (as defined below), the developer shall, upon request of the County, donate 67 acres of useable, contiguous, upland acres of parkland to the County, in a location approved by the County, and pay the Parks and Recreation Impact Fees, subject to the parkland credit as defined by the ordinance.

a. The developer shall pay to the County an amount equal to the greater of $520,000, as adjusted by the Interest Factor provided for in MPUD Ordinance paragraph 10, (the "Minimum Payment") or $130 for each unit allowed by the then approved development order as of the date which is three years and 30 days after approval of the amended and restated development order by the Board of County Commissioners. Within 30 days after approval by the Board of the Amended and Restated Development Order for DRI #163, the developer shall deliver to the County a cash payment of $150,000. At the time of recording the first residential plat or eighteen (18) months and 30 days after approval of the amended and restated Development Order by the Board, whichever comes first, the developer shall deliver an additional cash payment equal to the balance of the Minimum Payment, as adjusted. The excess portion of the Park Commitment above the Minimum Payment, if any, shall be paid at the time of recording of each and every residential plat, which, when added to all previously platted units, will cumulatively allow more than 4,000 units to be built on the property as a whole.

b. The developer shall continue to make payment (including payment through credits) of the parks and recreation impact fees throughout the course of the development of the project. The developer shall be entitled to a credit against the Park Land portion of the Parks and Recreation Impact Fees Ordinance.

Transportation

38. Vehicular access rights shall be dedicated to the County along all major roads as shown on the Revised Master Development Plan (Revised Map H-2003), within or adjoining the project (including S.R. 52, C.R. 577, and Tyndall Road) provided, however, that access rights relating to the Village District, shall be reserved consistent with the Community Development Standards.

39. Residential driveway connections and on-street parking will be prohibited on all major roads as shown on the Revised Master Development Plan (Revised Map H-2003) within the project provided, however, that driveway connections and on-street parking relating to the Village District shall be reserved consistent with the Community Development Standards.

40. If the initial access point to the project is on S.R. 52, then no preliminary plan/preliminary site plan shall be approved which would result in more than 851 outbound or 910 inbound p.m. peak-hour trips until a second access point to C.R. 577 (Curley Road) is constructed. If the original access point is to Curley Road, then no preliminary plan/preliminary site plan shall be approved which would result in more than 586 outbound or 589 inbound p.m. peak-hour trips until a second access point to S.R. 52 is constructed. In no case shall there be any approvals of record plat, or issuance of final site plan approval where no plat is required, beyond the 2,000th dwelling unit until the internal road network connects S.R. 52 to C.R. 577.

41. Commitment deleted per MPUD Amendment approved by Pasco County BOCC on March 20, 2001.

42. Sufficient right-of-way will be dedicated so that the typical roadway cross section structural design for major internal roadways, S.R. 52, C.R. 577, and Tyndall Road will meet the requirements of § 336.045, Florida Statutes provided, however, that right-of-way widths relating to the Village District shall be in accordance with the Community Development Standards, notwithstanding the foregoing; right-of-way for C.R. 577 shall be no more than 85 feet from centerline; right-of-way for S.R. 52 shall be no more than 60 feet from centerline unless the Clinton Avenue Extension is not funded for construction, then the right of way shall be no more than 105 feet from the centerline ; and right-of-way for Tucker Road (aka Tyndall Road) shall be no more than 35 feet from centerline. Reductions of right-of-way may occur; however, if approved by the County, where the road stormwater and storage is within an adjacent increment of development pod or parcel. At intersections of major roads, if more right-of-way is needed to accommodate the roadway, additional right-of-way will be provided.

43. A connection from West Road to the project's west boundary, as indicated on Revised Map H-2003, will be extended through Parcel No. 3 no later than the completion of development of Parcel No. 3.

44. The applicant will pave Tyndall Road to a two-lane minor collector road in accordance with standards of the County now in effect, from the major internal roadway connecting to Tyndall Road to C.R. 577 in conjunction with the connection of the major internal road to Tyndall Road (S.R. No. 1, 12-28).

45. A portion of the property southeast of Parcel No. 14 adjacent to the project's eastern boundary will be provided to the County as additional right-of-way for the realignment of C.R. 577 as provided in Condition No. 15.c of the Cannon Ranch MPUD Conditions of Approval, as amended.

Other

46. The developer shall provide two school sites mutually agreeable to the developer and the District School Board of Pasco County. Within 60 days of a request from the District School Board for a school site, the developer shall transfer to the District School Board a mutually acceptable 20-acre usable, upland school site and a mutually acceptable 30 useable upland school site either within or in close proximity to the project. If the District School Board makes such a request, then the donation of the school sites shall act as a credit toward any school impact fees in an amount equal to $15,000.00 per usable upland acre conveyed to the District School Board. The developer shall be reimbursed for impact fees theretofore paid to the extent the land would amount to a duplicate payment. However, the obligation to dedicate school sites shall expire if the District School Board has not made a request for the site(s) within seven years from the date of issuance of the first residential certificate of occupancy of DRI 163.

47. The developer agrees to donate to the County a mutually acceptable site of up to five acres in size within the Village District, Business District, or other approved location for a library facility. The developer may have up to 120 days to donate such land from the time of formal written request from the County; provided, however, that the County shall agree not to make such request for said site until funding is appropriated to construct the library facility. If the County makes such a request, then the donation of the library site shall act as credit toward the land portion of the library impact fees according to the provisions of the Library Impact Fee Ordinance.. The developer shall be reimbursed for impact fees theretofore paid to the extent the land donation would amount to a duplicate payment. The developer shall have the right to architectural and site plan review in order to ensure both the structure and site are compatible with the project's Village District. However, if after platting and/or final site plan approval of 50 percent of the 6,700 residential units allowed for the project, the County has not appropriated the funds for construction and formally requested the donation of the library site, then the developer shall no longer be required to make such donation. The library site area may, with County approval, be reduced if the developer can demonstrate to the County that shared parking is available at or near the library site and/or the developer provides for the treatment and, attenuation of stormwater from the library site within the project's master stormwater system.

EXHIBIT G

Proportionate-Share Computation

Table 3. DRI 163 Recommended Off-Site Transportation System Improvements and 2000 Cost Estimates.

Location	Recommended Improvement	Length	Cost		Exist ROW	Needed ROW	Needed SF(1)	ROW Cost/sf	Est ROW Cost			
			Construction	Engineering						ROW	Signal	Total
McKendree Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.00	$0	$0	$150,000	$150,000
Curley Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.50	$0	$0	$150,000	$150,000
	Construct NB right turn lane	350 feet	$43,686	$13,543			3,665	$3.50	$12,828	$12,828	$0	$70,057
Pompanic Road/SR-52	Three-Way stop control	0 feet	$0	$0			0		$0	$0	$0	$0
	Construct WB left turn lane	530 feet	$66,153	$20,507			0	$3.00	$0	$0	$0	$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	550 feet	$68,649	$21,281			0	$3.00	$0	$0	$0	$89,930
	Construct WB left turn lane	960 feet	$119,824	$37,145			0	$3.00	$0	$0	$0	$156,969
	Construct NB left turn lane	830 feet	$103,598	$32,115			3,732	$3.00	$11,196	$11,196	$0	$146,909
Prospect Road/Clinton Avenue	Construct SB left turn lane	530 feet	$66,153	$20,507			7,955	$4.00	$31,800	$31,800	$0	$118,460
	Construct WB right turn lane	425 feet	$53,047	$16,445			6,375	$4.00	$25,500	$25,500	$0	$94,992
Old Pasco Road/SR-54	Construct SB right turn lane	450 feet	$56,168	$17,412			18,000	$5.00	$90,000	$90,000	$0	$163,580
SR 52: I-75 to Site (2)	Widen to 4D	1.40 miles	$3,021,614	$1,357,537	100	146	557,832	$11.00	$6,136,152	$6,136,152	$150,000	$10,665,302
I-75, I-275 to SR-56	Widen to ten lanes	1.67 miles	$7,032,899	$2,180,199	300	348	423,245	$5.95	$2,518,307	$2,518,307	$0	$11,731,405
I-75, SR-56 to SR-54	Widen to eight lanes	3.48 miles	$14,401,597	$4,464,495	300	312	220,493	$7.30	$1,609,597	$1,609,597	$0	$20,475,689
I-75, SR-54 to SR-52	Widen to six lanes	6.64 miles	$15,033,267	$4,660,313	300	306	210,355	$4.36	$2,751,446	$2,751,446	$0	$22,445,026
											Total	$56,544,978

Notes:

1. Right-of-way quantities in shading estimated by Pasco County.

	1999	2000
Highway Construction Cost per Lane-Mile:	$636,200	$659,035
Freeway Widening, 6 lanes to 10 lanes:	$4,065,400	$4,211,317
Freeway Widening, 4 lanes to 8 lanes:	$3,995,000	$4,138,390
Freeway Widening, 4 lanes to 6 lanes:	$2,185,600	$2,264,046
Unit Cost of Signal Installation:	$150,000	$150,000
Engineering Cost: 31% of Constuction Cost		

per 1999 Transportation Costs (FDOT Office of Policy Planning, Policy Analysis and Program Evaluation, July 2000), or estimated therefrom as noted below:

Add 4 Lanes to Existing 6 (estimated)	$4,065,400
Add 4 Lanes to Existing 4 (estimated)	$3,995,000
Add 2 Lanes to Existing 6 (Interstate - Inside) With 10' Paved Shoulders	$2,256,000
Add 2 Lanes to Existing 4 (Interstate - Inside) With 10' Paved Shoulders	$2,185,600

New Construction		
zero to 8	$3,663,400	
zero to 6	$3,231,800	$431,600
zero to 4	$2,613,800	$618,000
zero to 2 (estimated)	$1,809,400	$804,400

EXHIBIT G
1 of 4

EXHIBIT G
2 of 4

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, Old Equation, at 93.8835% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity		DRI Traffic	Improved Capacity	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A		N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057						$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663		578	1,269	95%	$0
	Construct WB left turn lane	$86,660						$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501		663	5,514	22%	$19,785
	Construct WB left turn lane	$156,969						$34,533
	Construct NB left turn lane	$146,909						$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329		272	896	48%	$56,861
	Construct WB right turn lane	$94,992						$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345		72	4,288	8%	$13,086
							Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Existing Traffic	Available Capacity	DRI Traffic	Improved Capacity	Proportionate Share Percent	Proportionate Share Cost
SR-52, I-75 to McKendree Road, EB	Widen to four lanes	$5,404,714	1,312	602	710	518	1,750	-43.78%	$0
SR-52, I-75 to McKendree Road, WB			1,312	459	853	494	1,750	-82.00%	$0
SR-52, McKendree Rd to North Rd, EB	Widen to four lanes	$5,260,588	1,190	585	605	648	1,750	7.64%	$201,012
SR-52, McKendree Rd to North Rd, WB			1,190	445	745	617	1,750	-22.89%	$0
I-75, I-275 to SR-56, NB	Widen to ten lanes	$11,731,405	3,950	3,124	826	203	6,780	-22.02%	$0
I-75, I-275 to SR-56, SB			3,950	2,695	1,255	193	6,780	-37.51%	$0
I-75, SR-56 to SR-54, NB	Widen to eight lanes	$20,475,689	2,850	3,124	-274	253	5,710	8.83%	$904,033
I-75, SR-56 to SR-54, SB			2,850	2,695	155	240	5,710	2.98%	$305,495
I-75, SR-54 to SR-52, NB	Widen to six lanes	$22,445,026	2,855	2,334	521	271	3,970	-22.39%	$0
I-75, SR-54 to SR-52, SB			2,855	2,013	842	258	3,970	-52.36%	$0
							Subtotal		$1,410,540
							TOTAL		$1,915,480

EXHIBIT G
3 of 4

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 93.8635% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	578	95%	$0
	Construct WB left turn lane	$86,660					$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	663	22%	$19,785
	Construct WB left turn lane	$156,969					$34,533
	Construct NB left turn lane	$146,909					$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	272	48%	$56,861
	Construct WB right turn lane	$94,992					$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	72	8%	$13,086
						Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	518	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	648	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	203	7%	$840,633
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	253	10.31%	$2,110,639
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	271	24%	$5,461,757
						Subtotal	$13,673,617
						TOTAL	$14,178,557

EXHIBIT G
4 of 4

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 100% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	616	100%	$0
	Construct WB left turn lane	$86,660					$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	706	23%	$20,684
	Construct WB left turn lane	$156,969					$36,103
	Construct NB left turn lane	$146,909					$33,789
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	290	51%	$60,415
	Construct WB right turn lane	$94,992					$48,446
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	77	8%	$13,086
						Subtotal	$519,240

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	552	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	690	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	216	8%	$895,400
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	269	10.98%	$2,248,147
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	289	26%	$5,817,590
						Subtotal	$14,221,725
						TOTAL	$14,740,965

Less New Rule Proportionate Share at 93.8835%	$14,178,557
	$562,408
Plus Old Rule Proportionate Share at 93.8335%	$1,915,480
TOTAL PROPORTIONATE SHARE	$2,477,888

EXHIBIT H

Section 380.032 Agreement

[redacted]

EXHIBIT H

AGREEMENT

THIS AGREEMENT is made and entered by and between FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (hereinafter the "Department"), an agency of the State of Florida, and THOMPSON STATION ENTERPRISES, LLC, a Florida limited liability corporation (the "Developer").

WITNESSETH:

WHEREAS, the Department is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, the Environmental Land and Water Management Act, which includes provisions relating to Developments of Regional Impact; and

WHEREAS, the Department is authorized by Section 380.032(3), Florida Statutes, to enter into an agreement with any landowner, developer, or other governmental agency as may be necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes, or any related rule; and

WHEREAS, on April 18, 1989, the Pasco County Board of County Commissioners adopted a development order (hereinafter the "Development Order") approving the Cannon Ranch Development of Regional Impact (hereinafter the "Project"); and

WHEREAS, the Development Order granted specific approval of Phase I and conceptual approval of Phases II, III and IV of the Project, as to transportation; and

WHEREAS, on March 20, 2001, the Pasco County Board of County Commissioners approved a Restated and Amended Development Order Approving, With Conditions, the DRI #163 f/k/a Cannon Ranch Development of Regional Impact (hereinafter the "Amended DO"), in response to a Notice of Proposed Change (NOPC) for DRI #163 (the "Project") filed by the Developer; and

WHEREAS, the Amended DO included Exhibit "F", which describes the Developer's proportionate share, the required roadway and intersection improvements required at Project build-out, and transportation mitigation conditions which the Department finds to inadequately address certain provisions of Section 380.06(15), Florida Statutes and Rule 9J-2.045, FAC; and

WHEREAS, on March 13, 2001, the Department determined (the "Department Determination") that Rule 9J-2.0255, F.A.C., in effect at the time of the Development Order (the "Old Rule") should be used to calculate the proportionate share due for that portion of the Project which is equivalent to the impacts of Phase I of the Project as identified in the original Development Order, and that Rule 9J-2.045, F.A.C., as in effect at the time of the Amended DO (the "New Rule") should be used to calculate the proportionate share due for the balance of the

Project; and

WHEREAS, there has been a dispute regarding the transportation conditions in the amended development order including the estimated developer's proportionate share, the required roadway improvements, and the lack of consistency of mitigation conditions with Rule 9J-2.045, F.A.C. requirements; and

WHEREAS, in order to avoid litigation, resolve the dispute and remove any uncertainty as to the calculation and use of the proportionate share, as well as mitigation conditions in the Amended DO, the parties have agreed to enter into this agreement clarifying such issues.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties hereto agree as follows:

1. REPRESENTATIONS. The representations set forth above are essential elements of this agreement and are incorporated herein by reference and made a part of this agreement. Based upon said representations and statements, the Department concludes that this Agreement is in the best interest of the State, is beneficial to the Department in its role as the state agency with the responsibility for the administration and enforcement of Chapter 380, Florida Statutes, and reasonably applies and effectuates the provisions and the purpose of Chapter 380, Florida Statutes.

2. ASSURANCES

A. The parties agree that the Developer's proportionate share for the originally approved Phase I of the project is estimated as $1,915,480, in 2001 dollars, pursuant to Old Rule, Rule 9J-2.0255, Florida Administrative Code (F.A.C.); and

B. The Developer's proportionate share for the balance of the project, that is now receiving specific approval, is $562,408, in 2001 dollars, pursuant to the New Rule, Rule 9J-2.045, F.A.C.; and

C. The Developer's total proportionate share for transportation impacts, calculated with the hybrid approach, is $2,477,888, in 2001 dollars; and

D. The Developer has elected to design and construct the S.R. 52 pipeline project, to widen S.R. 52 to a four-lane section from the east ramp terminal of the I-75 interchange to the main development entrance on S.R. 52, a distance of approximately 1.4 miles and extend the second (outside) westbound through lane 750 feet west of the pending improvements by the Florida Department of Transportation in order to mitigate the transportation impacts of the Project. This improvement is estimated to cost approximately $6,000,000, in 2001 dollars; and

E. The DRI's proportionate share for impact to I-75, at build-out, is $1,757,636, in 2001 dollars.

F. The parties further agree that, by December 31, 2001, an NOPC will be submitted

to accomplish an amended DO consistent with this agreement. The NOPC shall follow the procedures outlined in Section 380.06(19)(e)(2), F.S., in order to revise Exhibit F of the development order to reflect the Developer's proportionate share as stated in this agreement, to revise the transportation mitigation conditions in order to address the foregoing provisions in Paragraphs A-E above and to address the following issues raised by the Department during its review of the Amended DO (all references following are to the Amended DO):

1) **Pg. 6, Item 13. Transportation a.**- This section will be revised to reflect the amounts reflected in 2 A – E, above, which are based on the March 13, 2001, Department's determination that a hybrid approach has been used to calculate the developer's proportionate share for the transportation impacts generated by this project. The "old" rule was used to calculate the assessment for the level of impacts associated with the originally approved Phase 1, and the "new" rule was used to calculate the assessment of impacts for all "post original Phase 1"(new) development.

2) **Pg. 7, Item 13. Transportation b. Monitoring-** The last sentence of this section will be revised to state clearly whether the developer will be required to provide either a Notice of Proposed Change (NOPC), a revised transportation study or both.

3) **Pg. 7, Item 13. Transportation c. Mitigation** (1)- Revise this condition to delete references to credits for impact fees Such references should be included in condition 13. d. Credit toward impact fees shall be approved consistent with the requirements of Section 380.06(16), F.S.

4) **Pg. 7, Item 13. Transportation c. Mitigation** (2) (a)- Revise this condition to delete references to credits for impact fees. Such references should be included in condition 13. d. Upon execution, the Developer's agreement referenced in this DO condition will have to be incorporated into the DO through the NOPC process pursuant to Section 380.06(19)(e)(2), F.S.

5) **Pg. 7, Item 13. Transportation c. Mitigation** (2) (a) (ii)- The DO will clearly identify who will be responsible for performing the construction of the improvements and the DO will require the roadway improvements to be expeditiously constructed.

6) **Pg. 8, Item 13. Transportation c. Mitigation** (2) (a) (iii)- It will be confirmed that the stopper provision and conditions applies to the timing requirements included in D.13.c.(2)(a)(ii) of the DO, not just to the provisions and conditions in the Developer's Agreement.

7) **Pg. 8, Item 13. Transportation c. Mitigation** (2) (a) (vii)- This section will be revised to be consistent with Section 380.06(16), F.S.. It appears that the language in this section is driven by the local impact fee ordinance rather than by Chapter 380, F.S., or Rule 9J-2, F.A.C., which are enforceable through this DO. This section will be revised to delete references to credits for impact fees. Such references should be included in condition 13. d. This condition will also be revised to provide that any changes to pipeline improvements will be made through the NOPC/DO process pursuant Chapter 380, F.S., and Rule 9J-2, F.A.C.

8) Pg. 8, Item 13. Transportation c. Mitigation (3) The proportionate share phased payment schedule for the $1,757,636. in 2001 dollars, will be negotiated between the Florida Department of Transportation and the Developer, and will be reflected in this condition.

9) Pg. 9, Item 13. Transportation c. Mitigation (4)- The DO will be revised to state that any changes to pipeline improvements will be identified in the DO through the NOPC/DO process as outlined in Chapter 380, F.S., and Rule 9J-2, F.A.C.

10) Pg. 9, Item 13. d. The DO will be revised to state that any changes to pipeline improvements will be identified in the DO through the NOPC/DO process as outlined in Chapter 380, F.S., and Rule 9J-2, F.A.C.

G. In the event that the NOPC is not approved by March 31, 2002, then no further building permits shall be issued until the amendment to the DO is approved, and in no circumstances shall permits be issued for development beyond the level permitted in condition D.13. c.(1), until the amendment to the DO is approved.

3. WAIVER. Based on the Developer's assurance set forth in this agreement, the Department hereby finds that the transportation mitigation alternative elected by the Developer as set forth in the Amended DO and this agreement will mitigate the regional transportation impacts of the Project. The Department further finds that the Amended DO, if revised consistent with the conditions in this agreement, will be consistent with Section 380.06, Florida Statutes, and waives any further comment to the Amended DO.

4. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

5. ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing and signed by the parties.

6. BREACH. In the event of a breach of this agreement or failure to comply with any of the conditions in this agreement, or if this agreement is based on materially inaccurate information, the Department may file a suit to terminate or enforce this agreement as provided in section 380.06 and 380.011, F.S., including a suit to enjoin the project. The prevailing party in any administrative, judicial or appellate proceeding arising from this agreement, shall be entitled to an award of reasonable attorney's fees and court costs.

7. BINDING EFFECT. This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees.

8. EFFECTIVE DATE.. The effective date of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties by and through their respective undersigned duly

authorized representatives have executed this Agreement on the dates and year below written.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Name: Steven M. Seibert
Title: Secretary
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Approved as to form and legal sufficiency:

_____
Attorney, Department of Community Affairs

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by Steven M. Seibert of the Department of Community Affairs, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Janice D. RuBino
MY COMMISSION # CC965953 EXPIRES
December 10, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

_____
Notary Public
My Commission Expires:

THOMPSON STATION ENTERPRISES, LLC
a FLORIDA limited liability corporation

By: _____
Name: DANIEL F FITZPATRICK
Title: PRINCIPAL, CORPORATE ANALYTICS
AUTHORIZED AGENT

Witnesses:
_____
Maureen J. Fitzpatrick
_____
Diane Rogers

STATE OF FLORIDA

authorized representatives have executed this Agreement on the dates and year below written.

DEPARTMENT OF COMMUNITY AFFAIRS

By:_____

Name:_____
Title:_____
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Approved as to form and legal sufficiency:

_____
Attorney, Department of Community Affairs

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ of the Department of Community Affairs, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
Notary Public
My Commission Expires:

THOMPSON STATION ENTERPRISES, LLC
a FLORIDA limited liability corporation

By: _____
Name: DANIEL F FITZPATRICK
Title: PRINCIPAL CORPORATE ANALYTICS, LLC
AUTHORIZED AGENT

Witnesses:
Maureen J. Fitzpatrick
Maureen J. Fitzpatrick
Diane Rogers
Diane Rogers

STATE OF FLORIDA

See attached loose acknowledgment for notarization

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On June 18, 2001 (Date), before me, Victoria L. Winters, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Daniel F. Fitzpatrick (Name(s) of Signer(s)),

☐ personally known to me
☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Victoria L. Winters
Signature of Notary Public

VICTORIA L. WINTERS
Commission # 1307566
Notary Public - California
Orange County
My Comm. Expires Jun 4, 2005

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DCA Agreement

Document Date: 6-18-2001 Number of Pages: 6

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ of the Thompson Station Enterprises, LLC, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
Notary Public
My Commission Expires:

cannonranch618-120-255

EXHIBIT I

Development Agreement

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
CANNON RANCH, LLC., NEW CITIES LAND COMPANY, INC., BATES PROPERTIES, INC.,
AND DAD PROPERTIES, LLC
FOR CANNON RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 163

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and New Cities Land Company, Inc., a California corporation, Bates Properties, Inc., a California corporation, DAD Properties, LLC, a Florida limited liability company, and Cannon Ranch, LLC, a California limited liability company, collectively referred to herein as "Owners" of which Cannon Ranch, LLC is designated 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 March 20, 2001, Pasco County approved a Restated and Amended Development Order Approving, With Conditions, the Cannon Ranch Development of Regional Impact No. 163 (hereinafter "Amended DO") in response to a Notice of Proposed Change (NOPC) for DRI No. 163 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and

WHEREAS, on September 8, 2004, Pasco County approved a Second Restated and Amended Development Order modifying the Amended DO for the Project (the "Second Amended DO"); and

WHEREAS, DO Exhibit G, attached to the Second Amended D.O., and attached hereto as Exhibit F, 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 results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Second Amended DO Exhibit G; and

WHEREAS, Rule 9J-2.0255, Florida Administrative Code, allows the DEVELOPER'S proportionate share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in DO Exhibit G; and

WHEREAS, Condition IV.M.1 of the Second Amended DO establishes the amount of $2,477,888.00 (in Year 2001 Dollars) as the DEVELOPER's proportionate share contribution for the transportation impacts of the build-out of the Project and requires the DEVELOPER to construct the SR 52 pipeline project as described in this Agreement (the "Pipeline Project"), and to pay an allocable portion of the $2,477,888.00 proportionate share cost (in the amount of $1,757,636.00 in 2001 dollars, as adjusted using the cost multiplier index of the COUNTY

Transportation Impact Fee Ordinance to recalculate the amount to the current day dollar amount when payment is made, to mitigate the Project's impacts to I-75 (the "I-75 Share"); and

WHEREAS, Condition IV.M.3.b.(3) of the Second Amended DO and this Development Agreement sets forth a schedule for completion of all phases of the Pipeline Project and for payment of the I-75 Share; and

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to accept the application of the DEVELOPER'S proportionate share contribution toward the construction of the SR 52 pipeline project and toward the payment of the I-75 Share as adequately mitigating the extra-jurisdictional impacts of the Project on the significantly impacted state and regional roadways; and

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Project, and to insure consistency between the Second Amended DO and this Development Agreement.

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

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 further set forth terms and conditions of the development approval of the Project, as defined pursuant to Amended DO, as the same relate to the design, right-of-way acquisition, permitting, and construction of the Pipeline Project. Nothing herein shall apply to or affect the development of the portions of the Project set forth in Condition IV.M.3.a. of the Second Amended DO. This Agreement is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER's participation in the Pipeline Project, 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 identified on Exhibit A. The holders of legal title are Cannon Ranch, LLC, a California limited liability company, New Cities Land Company, Inc., a California corporation, Bates Properties, Inc., a California corporation and DAD Properties, LLC, a Florida limited liability company.
2. Duration: This Agreement shall be for duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from date of execution.
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 Rezoning Petition No. 5634.

4. Public Facilities: Adequate transportation facilities for the Project will be provided through S.R. 52, and what is currently known as C.R. 577 and through the Pipeline Project. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 52, subject to a Utilities Service Agreement with the COUNTY. Adequate 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 MPUD Master Planned Unit Development Conditions of Approval dated March 22, 2001, as amended, and this Development Agreement.

6. Local Development Permits Needed: Prior to the construction of the Pipeline Project, the DEVELOPER shall obtain any necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

7. Findings: The COUNTY has found that the Project, as permitted and proposed, 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 MU (Mixed Use) and ROR, RES-6 and RES-3 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 and C-2 General Commercial. 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. General: The DEVELOPER agrees to the following concerning the Pipeline Project, as follows:

a. The DEVELOPER shall design, permit, construct, and acquire right-of-way for S.R. 52 as a four (4) lane roadway, including all drainage, flood plain and wetland mitigation adequate to satisfy all permitting requirements for a four (4) lane roadway, from the east ramp terminal of the I-75 interchange to (a) the western boundary of the Project on S.R. 52 as depicted on Exhibit "D" ("Western Boundary"), a distance of approximately 1.1 miles or (b) the Project's Main Entrance (as depicted on Exhibit "D") along the existing S.R. 52 route, a distance of approximately 1.5 miles; in addition, the DEVELOPER shall extend the second (outside) westbound, through-lane 750' west of the recent safety improvements made by the Florida Department of Transportation ("FDOT") (i.e., approximately 800 feet west of the interchange) (collectively the "State Road Pipeline Project"). The State Road Pipeline Project shall be generally consistent with Exhibits "B-1 and B-2" attached hereto and incorporated herein by reference. The DEVELOPER shall also design a four (4) lane roadway (capable of expansion to six (6) lanes) from the Western Boundary to the eastern boundary of Parcel 10 within the Project as depicted on Exhibit "D", and permit and construct the initial eastbound two lanes (offset) of such roadway, as well as design, permit and construct all drainage, flood plain, and wetland mitigation areas necessary for the ultimate six (6) lanes of such roadway (collectively the "County Road Pipeline Project"). The State Road Pipeline Project and County Road Pipeline Project are sometimes but not always collectively referred to herein as the "Pipeline Project". The DEVELOPER shall be responsible for the construction of all improvements related to the Pipeline Project, as more fully set forth herein. Once construction commences, it shall be accomplished expeditiously in accordance with the requirements set forth below.

b. The DEVELOPER shall pay the I-75 Share (as adjusted using the cost multiplier index of the COUNTY Transportation Impact Fee Ordinance to recalculate the amount to the current day dollar amount when payment is made) to the COUNTY on or before January 2, 2006, to be used toward six (6) laning of I-75 from I-275 to State Road 52 by the Florida Department of Transportation ("FDOT")[1].

c. The Developer shall proceed with the Pipeline Project in Phases as reflected on and generally in accordance with those portions of Exhibit "D" (attached hereto and made a part

[1] COUNTY has the right to enter into any agreements COUNTY deems necessary to transfer funds to FDOT for FDOT'S I -75 six (6) laning within the area between I-275 and S.R. 52 and/or to use the funds towards, or receive funds back from FDOT for construction of one or more of the roadways significantly impacted by the Project or a parallel facility if FDOT cannot expeditiously construct the subject 6-laning. DEVELOPER agrees to support COUNTY in the negotiation and execution of any such agreements.

hereof) relative to the Pipeline Project, all subject to and in compliance with paragraph D.1.a. and the following conditions:

(1) Phase One: The Developer shall construct the portion of the State Road Pipeline Project between the I-75 Interchange and McKendree Road, as an urban divided section, which shall include left turn lanes from both approaches at the intersection of SR 52/McKendree Road, and transition to the existing rural section immediately east of the

intersection, and the extension of the second (outside) westbound through-lane referenced in Paragraph D.1.a, and shall proceed in conformance with the schedule set forth on Exhibit "C" attached hereto and made a part hereof.

(2) Phase Two: This portion of the Pipeline Project shall be constructed in accordance with the applicable portion of paragraph D.1.a. as a divided suburban section from McKendree Road east to the Project's Main Entrance (as depicted on Exhibit D), either along the existing S.R. 52 alignment as shown on Exhibit "D" (the "Existing 52 Route"), or along the "Realigned Pipeline Project Route", also shown on Exhibit "D". The Existing 52 Route shall include an eastbound deceleration right turn lane and a westbound left turn lane at the Project's Main Entrance in accordance with the MPUD Conditions; including a signal when FDOT warrants are met. The Realigned Pipeline Project Route shall conform to Exhibit B-1 suburban section and shall include left turn lanes east and westbound together with deceleration right turn lanes east and westbound, including a signal when FDOT warrants are met. The schedule for Phase Two is set forth in paragraph D.1.k. below.

d. The COUNTY has commissioned a PD&E Report related to a proposed project known as the Clinton Avenue Extension (the "Extension") between McKendree Road on the west and a point east of Prospect Road, on the east, as shown on Exhibit "E-1" attached hereto and made a part hereof. The COUNTY's schedule for development of the Extension (the "COUNTY's Extension Schedule") includes the following dates:

(1) Completion of the PD&E on or before December 31st, 2004.

(2) Final committed funding for the right-of-way and construction and notice that the COUNTY has commenced preparation of construction plans for the COUNTY's Extension consistent with Exhibit "D" on or before May 1st, 2007.

e. The Developer shall dedicate, at no cost to the COUNTY, a 175' wide right-of-way (the "Project Right-of-Way") through the Project (i.e., the entire portion of the Extension between the Western Boundary and east boundaries of the Project, as depicted on Exhibits "E-1 and E-2," except that portion lying offsite [Parcel ID #11-25-20-0000-01100-0010], as depicted on Exhibit "D". DEVELOPER shall dedicate sufficient right-of-way such that, together with Parcel #11-25-20-0000-01100-0010, the right-of-way through the Project is at least 175 feet

in width. Said dedication shall be accomplished within ninety (90) days after receipt of the notice from the COUNTY that the PD&E Report for the Extension has been approved by the Board of County Commissioners, which includes the alignment through the Project as described above. The dedication of the Project Right-of-Way shall be consistent with the adopted PD&E Report. In the event that the Developer's final design plans vary from the Project Right-of-Way which has been dedicated, then the Developer shall convey such additional right-of-way as is necessary to be consistent with its final design plans and the COUNTY shall re-convey any portion of the Project Right-of-Way which is no longer consistent with the final design plans, provided that the final Project Right-of-Way shall in all events remain not less than 175' wide. The COUNTY shall similarly give notice to the Developer upon completion of each portion of the COUNTY's Extension Schedule, as set forth above; however the COUNTY's failure to provide such notice shall not relieve the Developer of any obligations set forth in this Agreement if the Developer, or its authorized representatives, have actual notice that the COUNTY has completed the applicable portion of the COUNTY's Extension Schedule, as set forth above.

f. Based on the approved alignment (i.e, the approved PD&E Report), the COUNTY shall design, permit, acquire right-of-way and construct the Extension (which shall include the portion within the Project Right-of-Way [except for the portion included within the Pipeline Project, which portions shall be constructed by the Developer] to the eastern terminus of the Extension as shown on Exhibit "E-1" as the "End Project"). Notwithstanding the foregoing, the DEVELOPER shall accommodate and construct all necessary drainage, floodplain and wetland mitigation for any portion of the COUNTY's Extension (up to six (6) lanes) lying within the Project at no cost to the COUNTY.

g. The Developer shall proceed with design, permitting, necessary right of way acquisition and construction of Phase Two along the Realigned Pipeline in conformance with the Developer's Phase Two Schedule, set forth below, and the Developer shall, additionally, design and construct the "Developer's Extension," as shown on Exhibit "D" and described below.

h. The Developer's Extension portion of the County Road Pipeline Project shall be designed, permitted and constructed in accordance with paragraph D.1.a. as a divided suburban section (in conformance with Exhibit B-1) between Loop Road and the east boundary of Parcel 10 as shown on Exhibit "D". The COUNTY shall pay for all costs related to the expansion of the County Road Pipeline Project beyond the two-lane section, except for those set forth above. The schedule for the Developer's Extension is set forth in paragraph D.1.k. below.

i. The COUNTY shall have the right to request a time extension of any of the dates referenced within the COUNTY's Extension Schedule, but the Developer shall be under no obligation to grant such extension(s) in the event the Developer reasonably believes that the requested time extension could have an adverse effect upon the Developer's plans for the Project.

j. In the event that the COUNTY fails to complete any portion of the COUNTY's Extension Schedule on or before the dates set forth above (and any extensions thereof, if any), then the Developer shall be released from the obligation to proceed with either the Realigned Pipeline Project route or the Developer's Extension, and the COUNTY shall re-convey the Project Right-of-Way to the Developer. In that event, the Developer shall proceed toward commencement and completion of Phase Two along the Existing 52 Route in conformance with the Developer's Phase Two Schedule, as set forth below. In any event, nothing herein shall preclude the Developer from proceeding with Phase Two along the Existing 52 Route (as the Pipeline Project) at an earlier date than required by the Developer's Phase Two Schedule, provided that Developer shall not be released from its obligation to thereafter complete Phase Two along the Realigned Pipeline Project Route and the DEVELOPER's Extension in accordance with this Agreement, on the condition that the County timely meets the County's Extension Schedule.

k. The Developer's Phase Two and Developer's Extension Schedule shall be applicable to either the Realigned Pipeline Project Route and Developer's Extension or the Existing 52 Route, as follows:

(1) The Developer shall complete its construction plans, permitting and right-of-way acquisition within thirty-six (36) months after the first to occur of: (a) written or actual notice of the COUNTY's commencement of preparation of the plans for the COUNTY's Extension; or (b) May 1, 2007.

(2) The Developer shall commence the process of seeking bids for the construction of Phase Two and Developer's Extension within ninety (90) days after notice of the COUNTY's commencement of the process of seeking bids for construction of the COUNTY's Extension, provided that if the COUNTY has not commenced the process of seeking bids for construction for the COUNTY's Extension on or before January 1, 2011, then the Developer

shall have the right to commence preparation of revised plans for construction of the Phase Two in accordance with the Existing 52 Route and shall complete permitting, right-of-way acquisition and commencement of the process of seeking bids for construction within thirty-six (36) months thereafter.

(3) Construction shall be completed within twenty-seven (27) months after commencement has occurred pursuant to Paragraph D.1.k.(2).

2. Default: If the DEVELOPER fails to meet any of the time frames set forth herein or on Exhibit "C" for the applicable phase or segment of the Pipeline Project, unless extended pursuant to sections E.6. or J.22. of this Agreement, then it shall be considered a default of this Agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by section H.4. below for the applicable phase or segment of the Pipeline Project (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY's rights to enforce the balance of the guarantees, if required). Upon said default, the issuance of building permits, plats and other development approvals shall cease until the applicable phase or segment of the Pipeline Project has been recommenced to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

E. PIPELINE PROJECT DESIGN, PERMITTING AND RIGHT OF WAY ACQUISITION PHASE

1. General: The DEVELOPER shall design (includes the State Environmental Impact Report [SEIR]), permit and acquire necessary right of way, if any, for the State Road Pipeline Project in accordance with the terms of this Agreement. The DEVELOPER shall design the Pipeline Project consistent with the COUNTY'S adopted PD&E Report for the Extension, as applicable.

2. Commencement/Completion: DEVELOPER shall meet all deadlines as set forth in Exhibit C and this Agreement as applicable to the phase or segment, unless extended as provided in paragraphs E.6. or J.22. below.

3. Design, Permitting and Right of Way Acquisition Costs: DEVELOPER shall be responsible for all costs of designing, permitting and right of way acquisition, if any, for the Pipeline Project.

4. Design Requirements: All design, permitting, and construction shall be in accordance with the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes, and the COUNTY. Construction plans shall comply with Exhibit B and otherwise with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall

indicate location(s) of drainage inlets and roadway facilities. 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, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or other projects along the Pipeline Project's or COUNTY's Extension's route, shall be owned, operated and maintained by the FDOT or the COUNTY, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth in Section H.6. If the Pipeline Project's or COUNTY's Extension drainage facilities are commingled or combined with drainage facilities of the Project or other projects along the Pipeline Project's or COUNTY's Extension route, all such drainage facilities shall remain owned by the underlying land owner (including the Developer where applicable), and operation and maintenance of same shall be the responsibility of the respective underlying land owner. The underlying land owner shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing S.R. 52 drainage facilities serving the Pipeline Project and COUNTY's Extension, including those facilities that are commingled or combined, so that the FDOT or the COUNTY has the ability to maintain the facilities associated with the S.R. 52 Pipeline Project and COUNTY's Extension in the event the Developer or other respective underlying land owners default on its (or their) obligation to maintain the facilities.

b. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the Pipeline Project or COUNTY's Extension are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the Pipeline Project or COUNTY's Extension 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 FDOT or COUNTY, as applicable,

for the wetland and flood plain mitigation areas associated with the Pipeline Project and COUNTY's Extension which are owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Pipeline Project or COUNTY's Extension, including those areas that are commingled or combined, so the FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

5. COUNTY/FDOT Review and Approval of Design: For the State Road Pipeline Project, the DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and 100 percent design plans for the State Road Pipeline Project and shall submit the design plans to FDOT for review and approval after FDOT approval of the SEIR, and to the COUNTY for review and approval for consistency with the terms and conditions of this Agreement. FDOT shall review design plans within 30 days from receipt. For the County Road Pipeline Project, the DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans for the County Road Pipeline Project and shall submit the design plans to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Project from FDOT or the COUNTY, as applicable, prior to commencement of any bidding of any phase or segment of the Pipeline Project. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within ten (10) days of submission by Developer of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify DEVELOPER if not complete and correct within five (5) business days of receipt of the submission by DEVELOPER. The Developer shall provide at the time of 100 percent design and right-of-way plan submission (or sooner if required by other sections of this Agreement) estimates of the cost of constructing the phase or segment of the Pipeline Project for which plans have been prepared in accordance with the design plans, including inspection costs, and shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimates"). The Developer shall provide separate Cost Estimates for (1) Phase One of the Pipeline Project, and (2) Phase Two of the Pipeline Project and the Developer's Extension. All plans, once accepted and approved for construction by FDOT or the COUNTY, as applicable, shall become the property of the FDOT or the COUNTY.

6. Extensions: In the event the COUNTY requires additional time beyond said ten (10) days of submission by DEVELOPER of complete and correct documents for review and/or approval,

there shall be an automatic extension of the time periods set forth in this Agreement for the Pipeline Project for the number of days which it takes the COUNTY beyond the ten (10) days for the COUNTY's review and/or approval.

In the event DEVELOPER is unable to meet a deadline as set forth in this Agreement for the Pipeline Project, DEVELOPER may, prior to the deadline, submit a request to the County Administrator for an amendment to this Agreement to extend the deadline, which request the COUNTY Administrator agrees to submit to the Board of County Commissioners within thirty (30) days unless DEVELOPER agrees to extend said submitted time period beyond thirty (30) days. Extensions under this paragraph are separate from any other extensions provided herein.

7. Permitting Requirements: The DEVELOPER shall obtain any and all required permits for work it is to perform from the COUNTY and any and all applicable local and State regulatory agencies.

8. COUNTY Cooperation: The COUNTY shall, upon DEVELOPER's request, cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Pipeline Project. The DEVELOPER shall, upon the COUNTY's request, cooperate with the COUNTY in processing permit applications for the COUNTY's Extension.

9. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER in which the COUNTY or FDOT 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 and FDOT in no way assumes or shares any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the 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.

10. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities' infrastructure in conflict with the Pipeline Project. Relocation of any utilities infrastructure which is in conflict with the Pipeline Project shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The COUNTY agrees upon request of DEVELOPER to cooperate with the

DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes, in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, the DEVELOPER shall bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits.

11. Right-Of-Way Acquisition: DEVELOPER shall be responsible within the time frames set forth on Exhibit C and 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 storm water drainage facilities, off-site stormwater 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 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. If condemnation becomes necessary, the COUNTY and DEVELOPER shall work closely with the FDOT District Seven Right-of-Way Department to ensure that FDOT acquisition policies and procedures are followed concerning state road improvements.

Efforts will be made by the COUNTY and the DEVELOPER to have FDOT enter into a Joint Participation Agreement or otherwise provide a means for the COUNTY to act as a condemning authority with regard to the right-of-way required for the State Road Pipeline Project. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate, to the extent permitted by FDOT, in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority (e.g., pursuant to a Joint Participation Agreement with FDOT), 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 and State of Florida Minimum Technical Standards. 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

1. General: The DEVELOPER shall commence construction of the Pipeline Project in accordance with the conditions of the Second Amended Development Order and as otherwise required in this Agreement, unless extended as provided in paragraphs E.6. or J.22. below. The DEVELOPER shall proceed and complete the construction of the Pipeline Project in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY and other applicable Federal, State, and regional regulatory agencies including FDOT. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER's ability in its sole discretion, to accelerate the schedule for construction of any portion of the Pipeline Project.
2. Competitive Selection of Contractors: The DEVELOPER shall competitively award the contract for the construction of any Phase of the State Road 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. In addition to the foregoing, DEVELOPER shall comply with any applicable FDOT or State law competitive bidding requirements for the State Road Pipeline Project.

3. Tender of Project Area: Upon commencement of construction, the Pipeline Project project areas shall be deemed to be tendered to the Developer, and the Developer shall be in custody and control of the project areas. The DEVELOPER or its Contractor shall be responsible for providing a safe work zone for the public.

4. COUNTY and FDOT Observation: The COUNTY'S and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Pipeline Project and shall at all times have access to the work being performed pursuant to this Agreement for the COUNTY'S and FDOT's observation. However, should the COUNTY or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY or FDOT, as applicable, shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY or FDOT to observe or inspect the work on the Pipeline Project. The DEVELOPER shall be solely responsible for ensuring that the Pipeline Project is constructed in accordance with the plans and specifications and required standards. Observations by the COUNTY or FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER's requirements herein.

5. Right-of-Way: Prior to the FDOT's or the COUNTY's acceptance of the applicable phase or segment of the Pipeline Project, as applicable, the DEVELOPER shall meet the applicable requirements of FDOT and the COUNTY and cause all right-of-way, including right-of-way for drainage facilities, wetland and flood plain mitigation, as appropriate, to be conveyed to the FDOT or the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

6. Construction Requirements: During the construction phase of the applicable phase or segment of the Pipeline Project, 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. The DEVELOPER and/or its construction contractor(s), shall be responsible for supervising and inspecting the construction of the Pipeline Project and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

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 the Pipeline Project until the Project is completed and accepted by FDOT or the COUNTY, as applicable, which acceptance shall not be unreasonably withheld.

e. Require testing by an independent lab, acceptable to the FDOT and the COUNTY in accordance with Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage and utilities. 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 FDOT pursuant to Section 336.045, Florida Statutes, and by the COUNTY. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT and the COUNTY.

g. Provide to the FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the Pipeline Project, and such information shall become the property of the FDOT and the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with AutoCadd.

h. Provide the COUNTY on a quarterly basis with copies of the inspection reports submitted to FDOT.

G. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE

1. The DEVELOPER's Proportionate Share for the Project shall be satisfied by the Pipeline Project.

H. IMPACT FEES AND GUARANTEES

1. Transportation Impact Fees: The DEVELOPER shall pay impact fees in accordance with the COUNTY's adopted Transportation Impact Fee Ordinance, as amended (the "Impact Fee Ordinance") and this Agreement. The COUNTY agrees to budget these impact fees in an impact fee account attributable to the Pipeline Project for reimbursement or impact fee credit to the

DEVELOPER or to the entity or entities (e.g., the DEVELOPER or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, as determined by the COUNTY, in accordance with this section. Once the performance guarantees referenced in Section H.4 below have been posted, the COUNTY agrees to reimburse or provide impact fee credits to the DEVELOPER, or to the entity or entities (e.g., the DEVELOPER or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, from this impact fee account for those expenditures on the Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with this Agreement and the Impact Fee Ordinance. The DEVELOPER shall not be entitled to cash reimbursement for expenditures that exceed the amounts held in the separate impact fee account and shall not be entitled to any interest on the account. In no event shall the Developer be entitled to any impact fee credits, offsets or reimbursement prior to the posting of the performance guarantees pursuant to Section H.4. below. The DEVELOPER shall be required to pay additional transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have impact fee credits or offsets sufficient to cover impact fees that are due.

To the extent that the DEVELOPER proceeds with development as permitted by Condition IV.M.3.a. of the Second Amended DO, transportation impact fees shall be paid for such development in accordance with the Impact Fee Ordinance, as may be amended by the COUNTY, provided that the amount of these impact fees shall be held by the COUNTY in the impact fee account and, after posting of the performance guarantees as referenced in Section H.4 below, the COUNTY shall reimburse or provide impact fee credits to the entity or entities (e.g., the Developer or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project from this impact fee account for those expenditures on the Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with the Impact Fee Ordinance and this Agreement; however, except as otherwise provided herein, these fees shall not be held for the cost of the Pipeline Project improvements beyond five (5) years after payment of same, and can thereafter be spent anywhere as desired by the COUNTY in accordance with the Impact Fee Ordinance as may be amended, from time to time. In addition, the time limits of the encumbrance and expenditure of these funds, as provided in the Impact Fee Ordinance, shall be waived by the DEVELOPER, and by its successors and assigns.

2. Transportation Impact Fee Credits:

a. Pipeline Project:

(1) General – Except as provided herein, DEVELOPER shall be eligible for transportation impact fee credits for actual reasonable design, engineering, SEIR, inspection, permitting, right-of-way and construction costs for the portions of the Pipeline Project lying outside the Project, as determined by the COUNTY Administrator or his designee consistent with the Impact Fee Ordinance and this Agreement, and not to be provided until the year adequate funds have been allocated for credits for

the Pipeline Project in the COUNTY'S adopted Capital Improvement Plan (CIP). The COUNTY presently anticipates allocating CIP funds for the Pipeline Project and I-75 Share in the following fiscal years: $1,500,000 in FY '05, $1,500,000 in FY '06, $1,500,000 in FY '07, $1,500,000 in FY '08, $1,500,000 in FY '09, $1,500,000 in FY '10 and $1,500,000 in FY '11; however, the COUNTY agrees to modify the CIP to ensure the DEVELOPER receives credits or reimbursement for creditable expenditures within one (1) year of the DEVELOPER submitting any requests or invoices for credit or reimbursement. To be eligible for credits, all requests and invoices for credits for the Pipeline Project shall be submitted to COUNTY within ninety (90) days of final acceptance by FDOT or the COUNTY of the Pipeline Project, as applicable, or for amounts under dispute with the construction contractors, no later than ninety (90) days of the conclusion of the dispute. All requests and invoices for credits shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits shall be issued to the entity or entities (e.g. the Developer or Community Development Districts) to the extent that they finance or otherwise pay for or contribute to the Pipeline Project, as determined by the County. DEVELOPER shall not be eligible for impact fee credits for: (1) any right-of-way dedication, design, permitting, or construction costs for the portions of the Pipeline Project within the Project, (2) any Pipeline Project costs not set forth in this Agreement, or (3) any Pipeline Projects costs not creditable under the Impact Fee Ordinance. Any credits issued to the Developer or CDD shall be assignable within the development until buildout and thereafter transferable within the same impact fee zone, in accordance with TIF Ordinance.

(2) Project Improvements – Design, permitting, right of way acquisition and construction costs for improvements to SR 52 necessitated by the Project for access to the Project from S.R.52 or other site-related Project access improvements, including but not limited to necessary 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), shall be included in the design, permitting, right of way acquisition and construction of the Pipeline Project, and are the responsibility of the DEVELOPER but are not eligible for impact fee credits.

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

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

(5) Transfer of Credits—Impact fee credits pursuant to this Agreement may be transferred in accordance with the Impact Fee Ordinance.

(6) Payments to COUNTY: In addition to the credits pursuant to (a) above, DEVELOPER or the entity or entities, to the extent that they contributed or financed the payment pursuant to D.1.b. shall be eligible, subject to the requirements of the Impact Fee Ordinance and the CIP limitations set forth above, for impact fee credits for the amount of payments to the COUNTY, pursuant to Section D.1.b. above, and for the Pipeline Project costs as identified herein.

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

4. Performance Guarantees by DEVELOPER:

a. General: Prior to approval of the first record plat (or first construction site plan where platting is not required) for development of improvements beyond those described in Condition IV.M.3.a. of the Second Amended DO, 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 guarantees and letters of credit, as specified in Paragraph b. and c. 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 or other development approvals. The performance guarantees 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. Three (3) separate performance guarantees shall be posted as follows:

b. Pipeline Project: DEVELOPER shall post initial performance guarantees in the amount of 125% of the COUNTY-approved Cost Estimates for (1) Phase One of the Pipeline Project, and (2) Phase Two of the Pipeline Project (based on the Realigned Pipeline Project Route) and the Developer's Extension to guarantee performance of such projects and all terms and conditions of this Agreement. Within 30 days after the applicable deadline for completion of construction plans, DEVELOPER shall provide COUNTY with updated Cost Estimates for the phase or segment for which plans have been prepared (i.e. (1) Phase One of the Pipeline Project and (2) Phase

Two of the Pipeline Project and Developer's Extension). 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 applicable 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(s) is not reduced below 125% of the COUNTY-approved Cost Estimates for the remainder.

c. 2006 Payment to COUNTY: DEVELOPER shall post a letter of credit in the amount of $1,757,636.00 in 2001 dollars to guarantee the payment to COUNTY required by Section D.1.b. above; however, if Developer has already made the payment to the COUNTY required by Section D.1.b., no letter of credit shall be required.

d. Subject to the terms of this Agreement and the COUNTY's remedies for failure to comply with such terms, the posting of the initial performance guarantee referenced herein, together with completion of the Phase One and Phase Two Pipeline Project construction plans and issuance of permits for Phase One and Phase Two shall authorize the DEVELOPER to proceed with a maximum development of 66.7% of the land uses described in Table 1 of the Second Amended DO (i.e., development that generates 2,555 external p.m. peak-hour trip-ends).

5. Guarantee of Payment: Prior to commencing construction on the applicable phase or segment of the Pipeline Project, the DEVELOPER, or its contractors, shall post in favor of the COUNTY and provide the COUNTY, for its approval, payment bond(s) acceptable to the COUNTY to guarantee payment of its obligations as required by law. The payment bond(s) shall be with a bank, surety, or other financial institution acceptable to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The payment bond(s) shall be in the amount of 125% of Construction Contract amount.

6. Maintenance Guarantee: Upon completion of each segment or phase of the Pipeline Project and final acceptance by the COUNTY and/or FDOT, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY and/or FDOT. The performance guarantees for the particular phase or

segment of the Pipeline Project may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to fifteen percent (15%) of the applicable Construction Contract amount, or the Developer may post separate maintenance bonds acceptable to the COUNTY to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc. and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

7. Concurrency: The COUNTY agrees that the time for construction of the development improvements required of the DEVELOPER pursuant to the Amended DO and this Agreement shall not be moved beyond the dates set forth in the Amended DO and this Agreement if the result would be any lessening of the DEVELOPER's rights to meet any present or future concurrency requirements through the build-out date in the Amended DO. The DEVELOPER's continued performance in accordance with this Agreement shall continue to vest the Project for transportation concurrency purposes through the build out date of the Second Amended DO, as it may be extended from time to time.

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 FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER's negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of the Pipeline Project, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from

the COUNTY or FDOT review referenced in paragraphs E.5. and E.9. 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 or FDOT'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 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 or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY or FDOT solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT. The DEVELOPER shall also include for the Pipeline Project this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

2. Insurance:

   a. General: No work shall commence on the Pipeline Project nor shall occupancy of any of the property within the project limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY and FDOT as set forth below:

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

      2. The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY and FDOT 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 and FDOT, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement between the DEVELOPER and the contractor for the Project.

3. All policies of insurance required by this Agreement shall require that the insurer deliver to the COUNTY and FDOT and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY, FDOT and the DEVELOPER, addressed to the parties as described in Paragraph 10.f 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.
4. 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, FDOT and the DEVELOPER which is applicable to the work provided for in this Agreement. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.
5. Receipt by the COUNTY or FDOT of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the contract documents does not constitute approval or agreement by the COUNTY or FDOT that the insurance requirements have been satisfied or that the insurance policies or Certificates of Insurance are in compliance with the requirements under this Agreement.
6. 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 its own insurance program.
7. 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.

8. 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 as provided hereinafter or require the DEVELOPER to procure any 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.

9. All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this Agreement, other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the COUNTY; the COUNTY Engineer; FDOT, and each of their elected officers, employees, and agents shall be "additional 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 improvements 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.

1. 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:

   (a) Workers' Compensation: Florida statutory requirements.

   (b) Employer's Liability: $1,000,000.00 each accident.

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

2. 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).

3. 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 ($1,000,000.00) combined single limit.

4. 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).

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

6. Special Instructions: Occurrence from professional liability insurance is highly preferred; however, in the event the consultant is only able to secure claims-made professional liability insurance, special conditions apply. Any Certificate of Insurance issued to the COUNTY must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the DEVELOPER shall require the consultant to be obligated by virtue of this Agreement

to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of this Agreement.

J. 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 the Pipeline Project.
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. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law, but it is in addition thereto.
3. Contracts: All contracts entered into by the DEVELOPER for the Pipeline Project 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 provisions of this Agreement in its entirety to be included and made a part of any contract for the Pipeline Project.
    (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 FDOT in Section 336.045, Florida Statutes; the COUNTY standards, the contract documents, and this Agreement.

5. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: Cannon Ranch, L.L.C., a California limited liability company, 5700 Saddlebrook Way, Wesley Chapel, Florida 33543; and to Pasco County c/o Bipin Parikh, P.E., Assistant COUNTY Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654. 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 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 constituting 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: Except where this Agreement specifically provides for the rights and obligations of FDOT, nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
16. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
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 identified in Exhibit A.
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 Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit 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 OWNERS and their successors and assigns. The DEVELOPER and OWNERS may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The COUNTY, at its option, may assume any of the rights and obligations of FDOT set forth in this Agreement.

22. Force Majeure: In the event the DEVELOPER's or COUNTY's performance of this Agreement is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts DEVELOPER's or COUNTY's performance of this Agreement as reasonably determined by other party. This paragraph shall not apply to force majeure events caused by DEVELOPER or under DEVELOPER's control, or caused by the COUNTY or under COUNTY's control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Pipeline Project or COUNTY's Extension and which

(continued on page 30)

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

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

APPROVED

SEP 8 2004

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

(SEAL)

ATTEST:

BY: _____
JED PITTMAN, CLERK

BY: _____
PETER ALTMAN, CHAIRMAN

Date: September 8, 2004

WITNESSES:

CANNON RANCH, LLC, a California limited liability company

BY: _____

TITLE: Agent

DATE: 8-24-04

WITNESSES:

NEW CITIES LAND COMPANY, INC.,
a California corporation

BY: _____
Lee Newell
President

DATE: 8-24-04

WITNESSES:

BATES PROPERTIES, INC.,
a California corporation

By: _____
Frederick M. Bates
President

DATE: Aug 24, 2004

WITNESSES:

DAD PROPERTIES, LLC
a Florida limited liability company

By: Thomas L Dempsey
Thomas L. Dempsey
Managing Member

DATE: 8-26-04

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26 day of August 2004 (date), by GREGORY D. BENNETT Agent (name of officer or agent, title of officer or agent acknowledging) of Cannon Ranch, LLC, a Florida limited liability company. He/she is personally known to me, ~~or who has produced~~ _____ ~~(type of identification) as identification~~.

Seal:

Mary L. Raymer
NOTARY

Mary L Raymer
My Commission DD143232
Expires August 18, 2006

STATE OF California
COUNTY OF Monterey

The foregoing instrument was acknowledged before me this 24th day of August 2004 ~~12th day of May, 2004~~, by LEE NEWELL, as President of NEW CITIES LAND COMPANY, INC., a California corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ ~~as identification~~.

JULIE TAN
Commission # 1414360
Notary Public - California
Monterey County
My Comm. Expires May 16, 2007

Julie Tan
Printed Name: Julie Tan
Notary Public
Serial Number (if any): _____
My Commission Expires: May 16, 2007

(NOTARY SEAL)

STATE OF California
COUNTY OF Monterey

The foregoing instrument was acknowledged before me this 24th day of August 2004 ~~12th day of May,~~ 2004, by FREDERICK M. BATES, as President of BATES PROPERTIES, INC., a California corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ ~~as identification~~.

JULIE TAN
Commission # 1414360
Notary Public - California
Monterey County
My Comm. Expires May 16, 2007

Julie Tan
Printed Name: Julie Tan
Notary Public
Serial Number (if any): _____
My Commission Expires: May 16, 2007

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

26TH DAY OF AUGUST BB

The foregoing instrument was acknowledged before me this ~~12th day of May~~, 2004, by THOMAS L. DEMPSEY, as Managing Member of DAD PROPERTIES, LLC, a Florida limited liability company, on behalf of the

company. He is personally known to me or ~~has produced~~ _____ ~~as identification~~.

BARBARA A. BACOT
Commission # DD0222740
Expires 6/15/2007
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

Barbara A Bacot
Printed Name: BARBARA A. BACOT
Notary Public
Serial Number (if any):
My Commission Expires: 6/15/2007

(NOTARY SEAL)

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

BY: _____
ATTORNEY

27
Rev. 8/23/04
BCC 9/8/04

EXHIBIT A

Legal Description

The East 1/2 of the Southeast 1/4 of the Northeast 1/4 lying South of State Road No. 52, LESS the West 250.00 feet of the East 596.85 feet thereof; The East 1/2 of the Northeast 1/4 of the Southeast 1/4 LESS the North 824.24 feet of the West 250.00 feet of the East 596.85 feet thereof; The East 600.00 feet of the Southeast 1/4 of the Southeast 1/4; And the South 110.00 feet of the West 720.00 feet of the Southeast 1/4 of the Southeast 1/4, all in Section 9, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Northwest 1/4, lying South of State Road No. 52; The South ½; The South ½ of the Northeast 1/4; and the West 3/4 of the Northwest 1/4 of the Northeast 1/4 lying South of State Road No. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida,

AND

The Southwest 1/4; The Southwest 1/4 of the Northwest 1/4; The West ½ of the Southeast 1/4, Less road right-of-way; The South ½ of the Southwest l/4 of the Northeast 1/4 Less the North 300.00 feet thereof, and Less road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The West ½ of the Northeast 1/4 lying North and West of State Road No. 577; The Northwest ¼, Less road right-of-way; The North 3/4 of the Northeast 1/4 of the Southwest 1/4, Less the South 665.0 feet thereof and Less road right-of-way; AND The West ½ of the Southwest 1/4, Less and Except road right-of-way for Tucker Road, if any, all in Section 14, Township 25 South, Range 20 East, Pasco County, Florida.

AND

All of Section 15, Township 25 South, Range 20 East, Less and Except road right-of-way for Tucker Road, if any, Pasco County, Florida.

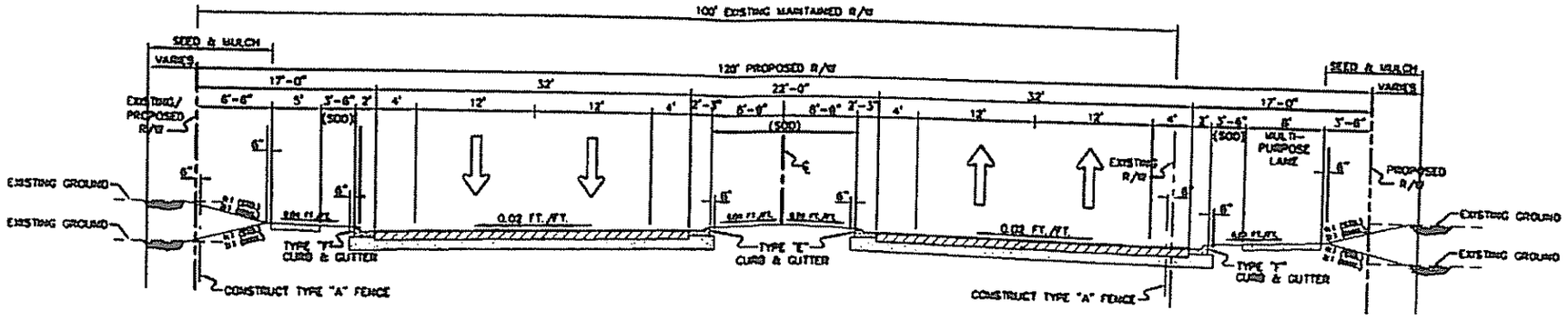
AND

The East ½ of the Southeast 1/4 and the East ½ of the Northeast 1/4, all in Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

LESS AND EXCEPT road rights-of-way.

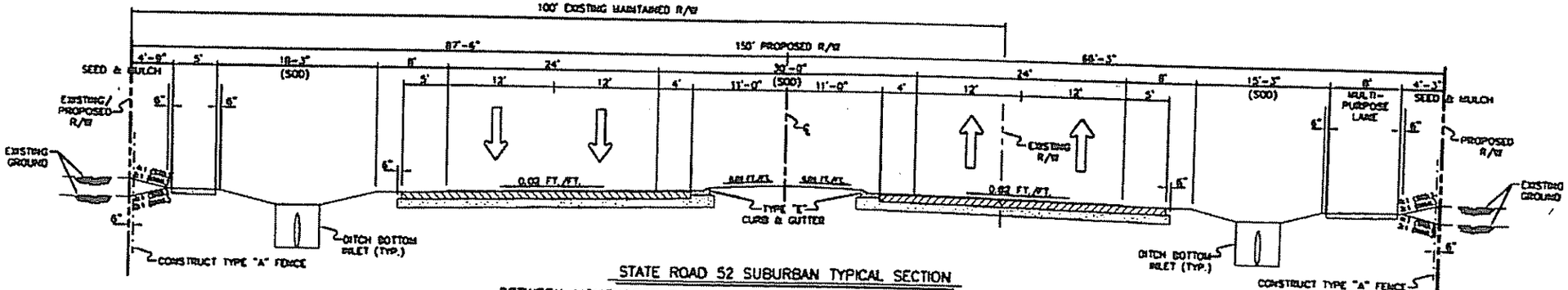
AND LESS AND EXCEPT a tract of land lying in the North ½ of Section 10, Township 25 South, Range 20 East, Pasco County, Florida. Being further described as follows: Begin at the Southeast corner of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10: Thence North 89°50'42" West, along the South boundary thereof, a distance of 207.57 feet; thence South 52°18'05" West, a distance of 681.98 feet; thence North 37°14'55" West, a distance of 1320.00 feet to the Southerly right-of-way line of State Road 52; thence North 52°18'05" East, along said right-of-way line, a distance of 842.47 feet; thence 439.64 feet along the arc of a curve to the right (said curve having a radius of 666.20 feet, delta angle of 37°48'40", and a chord bearing and distance of North 71°12'25" East, 431.71 feet); thence continue along said right-of-way line, South 89°53'15" East, a distance of 490.25 feet to the point on the East boundary of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence departing said right-of-way line, South 00°29'58" West, a distance of 1281.30 feet to the Point of Beginning.

Containing 1,965.32 acres more or less.



STATE ROAD 52 URBAN TYPICAL SECTION
BETWEEN I-75 AND MCKENDREE ROAD
NOT TO SCALE

NOTE:
ADDITIONAL 10' OF RIGHT-OF-WAY EXISTS ALONG ONE PASCO CENTER FRONTAGE (NORTH SIDE SR 52)



STATE ROAD 52 SUBURBAN TYPICAL SECTION
BETWEEN MCKENDREE ROAD AND PROJECT ENTRANCE ALONG EXISTING SR52
OR WEST BOUNDARY FOR REALIGNED PIPELINE PROJECT
NOT TO SCALE

MAINLINE PAVEMENT
1" ASPHALT CONCRETE FRICTION COURSE TYPE FC-6
3" ASPHALT CONCRETE STRUCTURAL COURSE TYPE S-1
12" LIMEROCK BASE COURSE
12" STABILIZED SUBGRADE (LBR-40) TYPE B

NOTE: SECTIONS LOOKING EAST

CLIENT: THOMPSON STATION ENTERPRISES, LLC
PROJECT: DRI#163 (former CANNON RANCH)
TITLE: APPROVED STATE ROAD 52 PIPELINE PROJECT

EXHIBIT B-1

EXHIBIT B-2

SEE THIS DWG. MATCH LINE 'A'
BEGIN W.B. THRU LANE EXTENTION S.R. 52 PIPELINE IMPROVEMENT STA. 576+58±
END W.B. THRU LANE EXTENTION S.R. 52 PIPELINE IMPROVEMENT BEGIN TRANSITION STA. 569+06±
END TRANSITION STA. 562+06±
℄ STATE ROAD 52
℄ OLD PASCO ROAD
EXISTING R.O.W. LINE
50'
NOTE: THE EASTERLY EXTENT OF THE TYPICAL SECTION IS BASED ON DRAINAGE'S FAIR SHARE DOLLARS AND MAY BE AFFECTED BY OTHER AVAILABLE FUNDING MECHANISMS.
SEE EXHIBIT B-1 FOR CONTINUATION
℄ INTERSTATE 75
℄ STATE ROAD 52
℄ OLD TAMPA BAY DRIVE
EXISTING R.O.W. LINE
BENEFIELD J.C. TRUSTEE
SEE THIS DWG. MATCH LINE 'A'
N
N

EXHIBIT C

1. SEIR Study, completion of construction plans and issuance of permits—Within 18 months after the date of this Agreement.
2. Right-of-Way acquisition - shall be completed on or before 1/1/07.
3. Construction shall commence on or before 6/1/07
4. Construction shall be completed on or before 10/1/09.

* This schedule applies to Phase One and for purposes of this Exhibit, the date of this Agreement shall be the date on which it is approved by the Pasco County Board of COUNTY Commissioners, and if the Second Amended DO is appealed, then the date of this Agreement shall become the date on which the Second Amended DO becomes final and unappealable.

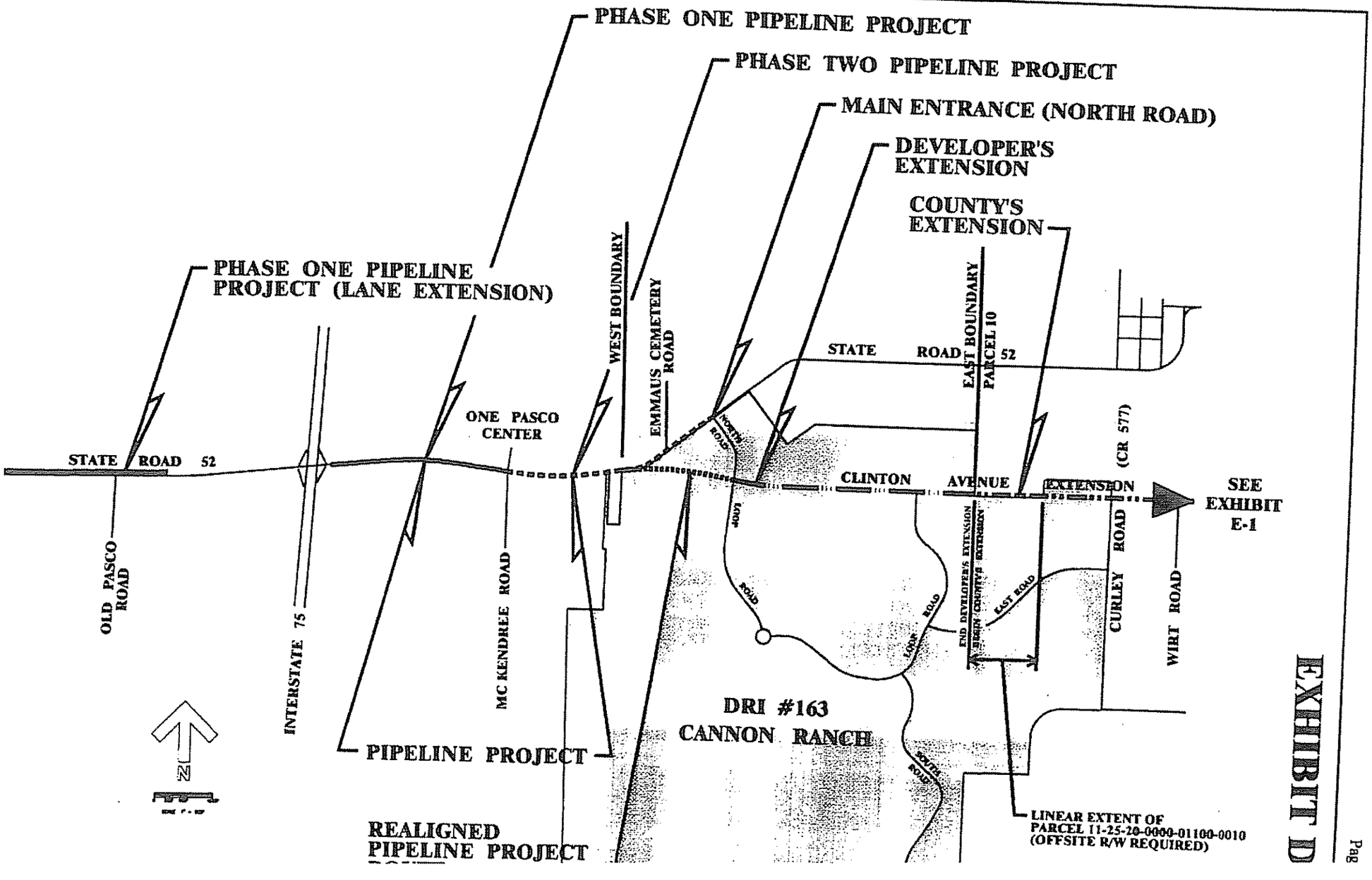
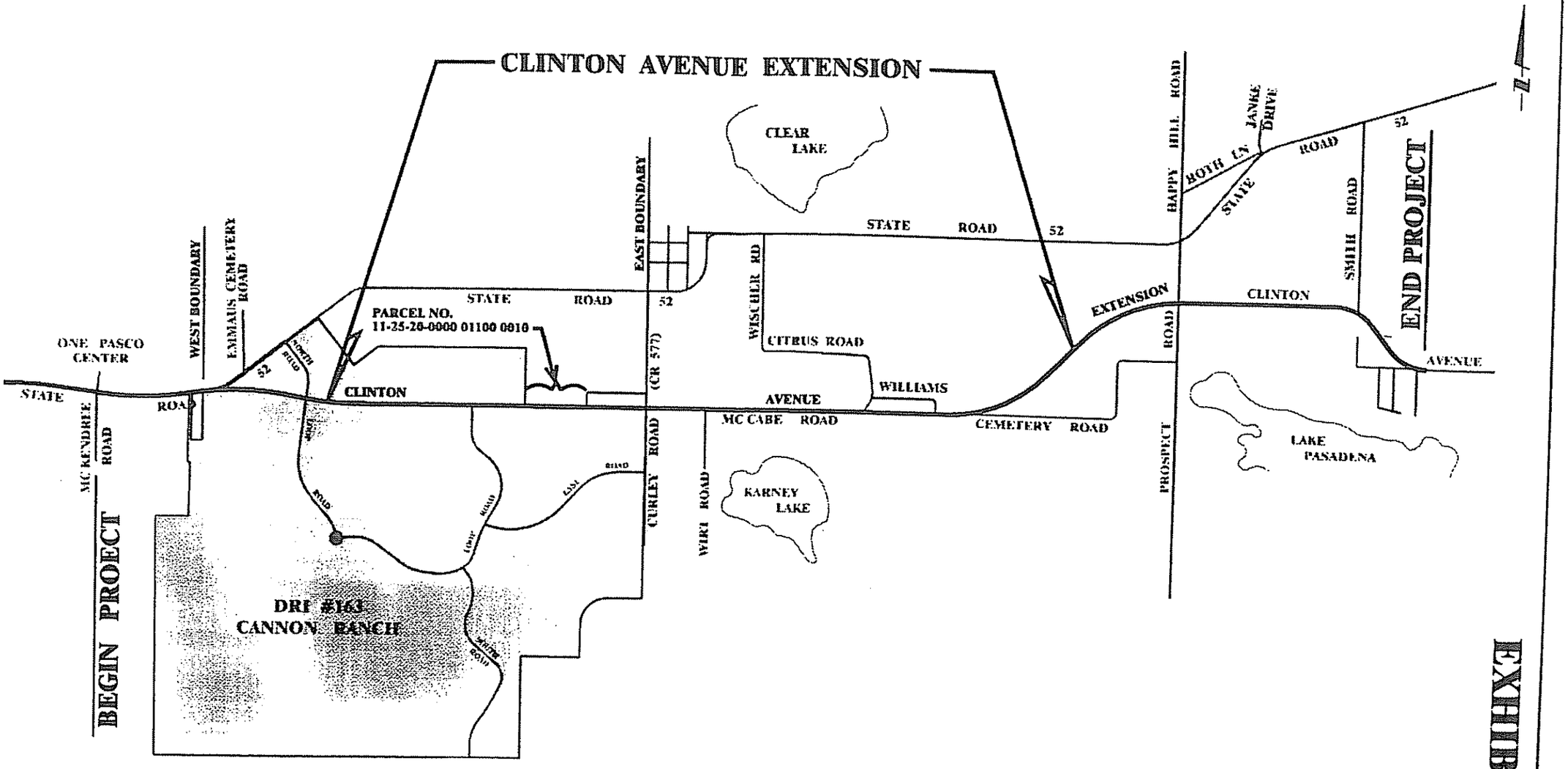
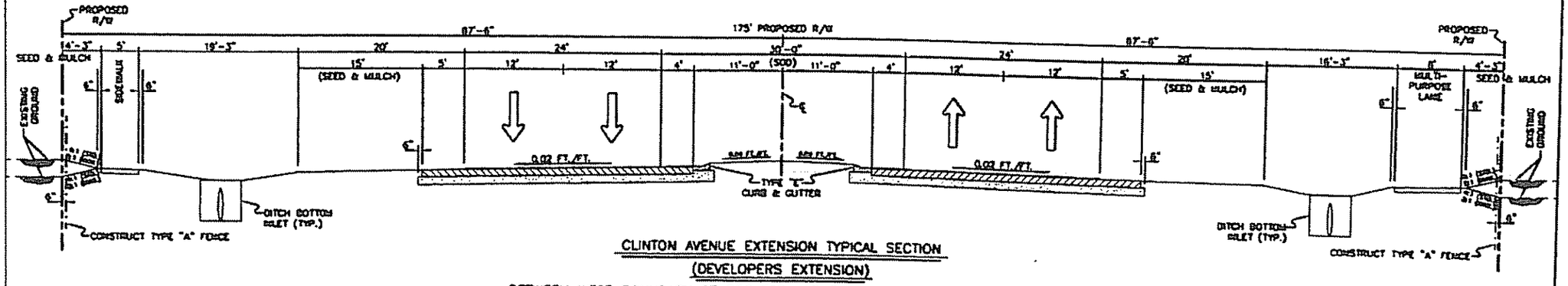

PHASE ONE PIPELINE PROJECT
PHASE TWO PIPELINE PROJECT
MAIN ENTRANCE (NORTH ROAD)
DEVELOPER'S EXTENSION
COUNTY'S EXTENSION
PHASE ONE PIPELINE PROJECT (LANE EXTENSION)
WEST BOUNDARY
EMMAUS CEMETERY ROAD
EAST BOUNDARY PARCEL 10
STATE ROAD 52
ONE PASCO CENTER
NORTH ROAD
CLINTON AVENUE EXTENSION
(CR 577)
SEE EXHIBIT E-1
OLD PASCO ROAD
INTERSTATE 75
MC KENDREE ROAD
400th ROAD
500th ROAD
END DEVELOPER'S EXTENSION
BEGIN COUNTY'S EXTENSION
EAST ROAD
CURLEY ROAD
WIRT ROAD
DRI #163
CANNON RANCH
SOUTH ROAD
PIPELINE PROJECT
REALIGNED PIPELINE PROJECT
LINEAR EXTENT OF PARCEL 11-25-20-0000-01100-0010 (OFFSITE R/W REQUIRED)
N

EXHIBIT D


CLINTON AVENUE EXTENSION
CLEAR LAKE
STATE ROAD 52
EAST BOUNDARY
WEST BOUNDARY
EMMAUS CEMETERY ROAD
PARCEL NO.
11-25-20-0000 01100 0010
ONE PASCO CENTER
STATE ROAD 52
CLINTON AVENUE
(CR 577)
WISCHER RD
CITRUS ROAD
WILLIAMS
MC CABE ROAD
CEMETERY ROAD
CURLEY ROAD
WIRT ROAD
KARNEY LAKE
PROSPECT ROAD
HAPPY HILL ROAD
BOTH LN
JANKE DRIVE
SMITH ROAD
LAKE PASADENA
MC KENDREE ROAD
BEGIN PROJECT
END PROJECT
DRI #163
CANNON RANCH
EXHIBIT E-1



CLINTON AVENUE EXTENSION TYPICAL SECTION

(DEVELOPERS EXTENSION)

BETWEEN WEST BOUNDARY OF PROJECT AND EAST BOUNDARY OF PARCEL 10

NOT TO SCALE

MAINLINE PAVEMENT
1" ASPHALT CONCRETE FRICTION COURSE TYPE FC-4
3" ASPHALT CONCRETE STRUCTURAL COURSE TYPE S-1
12" LIMEROCK BASE COURSE
12" STABILIZED SUBGRADE (LBR-40) TYPE B

NOTE: SECTION LOOKING EAST

EXHIBIT E-2

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 100% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	616	100%	$0
	Construct WB left turn lane	$86,660					$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	706	23%	$20,684
	Construct WB left turn lane	$156,969					$36,103
	Construct NB left turn lane	$146,909					$33,789
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	290	51%	$60,415
	Construct WB right turn lane	$94,992					$48,446
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	77	8%	$13,086
						Subtotal	$519,240

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	552	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	690	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	216	8%	$895,400
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	269	10.98%	$2,248,147
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	289	26%	$5,817,590
						Subtotal	$14,221,725
						TOTAL	$14,740,965

Less New Rule Proportionate Share at 93.8835% $14,178,557

$562,408

Plus Old Rule Proportionate Share at 93.8335% $1,915,480

TOTAL PROPORTIONATE SHARE $2,477,888

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, New Equation, at 93.8835% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	1,269	578	95%	$0
	Construct WB left turn lane	$86,660					$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	5,514	663	22%	$19,785
	Construct WB left turn lane	$156,969					$34,533
	Construct NB left turn lane	$146,909					$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	896	272	48%	$56,861
	Construct WB right turn lane	$94,992					$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	4,288	72	8%	$13,086
						Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as % of Added Capacity	Proportionate Share Cost
SR-52, I-75 to McKendree Road	Widen to four lanes	$5,404,714	1,312	1,750	518	100%	$0
SR-52, McKendree Rd to North Rd	Widen to four lanes	$5,260,588	1,190	1,750	648	100%	$5,260,588
I-75, I-275 to SR-56	Widen to ten lanes	$11,731,405	3,950	6,780	203	7%	$840,633
I-75, SR-56 to SR-54	Widen to eight lanes	$20,475,689	2,850	5,300	253	10.31%	$2,110,639
I-75, SR-54 to SR-52	Widen to six lanes	$22,445,026	2,855	3,970	271	24%	$5,461,757
						Subtotal	$13,673,617
						TOTAL	$14,178,557

DRI 163 Proportionate Share Cost Estimates of Recommended Improvements, Old Equation, at 93.8835% of Buildout.

Intersection	Recommended Improvement	Total	Existing Capacity	DRI Traffic	Improved Capacity	DRI Traffic as % of Added Capacity	Proportionate Share Cost
Curley Road/SR-52	Construct Signal	$150,000	N/A	N/A	N/A	100%	$150,000
	Construct NB right turn lane	$70,057					$70,057
Pompanic Road/SR-52	Three-Way stop control	$0	663	578	1,269	95%	$0
	Construct WB left turn lane	$86,660					$82,702
Happy Hill Road/SR-52	Construct EB right turn lane	$89,930	2,501	663	5,514	22%	$19,785
	Construct WB left turn lane	$156,969					$34,533
	Construct NB left turn lane	$146,909					$32,320
Prospect Road/Clinton Avenue	Construct SB left turn lane	$118,460	329	272	896	48%	$56,861
	Construct WB right turn lane	$94,992					$45,596
Old Pasco Road/SR-54	Construct SB right turn lane	$163,580	3,345	72	4,288	8%	$13,086
						Subtotal	$504,940

Roadway	Recommended Improvement	Total	Existing Capacity	Existing Traffic	Available Capacity	DRI Traffic	Improved Capacity	Proportionate Share Percent	Proportionate Share Cost
SR-52, I-75 to McKendree Road, EB	Widen to four lanes	$5,404,714	1,312	602	710	518	1,750	-43.78%	$0
SR-52, I-75 to McKendree Road, WB			1,312	459	853	494	1,750	-82.00%	$0
SR-52, McKendree Rd to North Rd, EB	Widen to four lanes	$5,260,588	1,190	585	605	648	1,750	7.64%	$201,012
SR-52, McKendree Rd to North Rd, WB			1,190	445	745	617	1,750	-22.89%	$0
I-75, I-275 to SR-56, NB	Widen to ten lanes	$11,731,405	3,950	3,124	826	203	6,780	-22.02%	$0
I-75, I-275 to SR-56, SB			3,950	2,695	1,255	193	6,780	-37.51%	$0
I-75, SR-56 to SR-54, NB	Widen to eight lanes	$20,475,689	2,850	3,124	-274	253	5,710	8.83%	$904,033
I-75, SR-56 to SR-54, SB			2,850	2,695	155	240	5,710	2.98%	$305,495
I-75, SR-54 to SR-52, NB	Widen to six lanes	$22,445,026	2,855	2,334	521	271	3,970	-22.39%	$0
I-75, SR-54 to SR-52, SB			2,855	2,013	842	258	3,970	-52.36%	$0
								Subtotal	$1,410,540
								TOTAL	$1,915,480

Table 3. DRI 163 Recommended Off-Site Transportation System Improvements and 2000 Cost Estimates.

Location	Recommended Improvement	Length	Cost		Exist ROW	Needed ROW	Needed SF(1)	ROW Cost/sf	Est ROW Cost			
			Construction	Engineering						ROW	Signal	Total
McKendree Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.00	$0	$0	$150,000	$150,000
Curley Road/SR-52	Construct Signal	0 feet	$0	$0			0	$3.50	$0	$0	$150,000	$150,000
	Construct NB right turn lane	350 feet	$43,686	$13,543			3,665	$3.50	$12,828	$12,828	$0	$70,057
Pompanic Road/SR-52	Three-Way stop control	0 feet	$0	$0			0		$0	$0	$0	$0
	Construct WB left turn lane	530 feet	$68,153	$20,507			0	$3.00	$0	$0	$0	$86,660
Happy Hill Road/SR-52	Construct EB right turn lane	550 feet	$68,649	$21,281			0	$3.00	$0	$0	$0	$89,930
	Construct WB left turn lane	960 feet	$119,824	$37,145			0	$3.00	$0	$0	$0	$156,969
	Construct NB left turn lane	830 feet	$103,598	$32,115			3,732	$3.00	$11,196	$11,196	$0	$146,909
Prospect Road/Clinton Avenue	Construct SB left turn lane	530 feet	$66,153	$20,507			[redacted]	$4.00	$31,800	$31,800	$0	$118,460
	Construct WB right turn lane	425 feet	$53,047	$16,445			[redacted]	$4.00	$25,500	$25,500	$0	$94,992
Old Pasco Road/SR-54	Construct SB right turn lane	450 feet	$56,168	$17,412			[redacted]	$5.00	$90,000	$90,000	$0	$163,580
SR 52: I-75 to Site (2)	Widen to 4D	1.40 miles	$3,021,614	$1,357,537	100	146	557,832	$11.00	$6,136,152	$6,136,152	$150,000	$10,665,302
I-75, I-275 to SR-56	Widen to ten lanes	1.67 miles	$7,032,899	$2,180,199	300	348	423,245	$5.95	$2,518,307	$2,518,307	$0	$11,731,405
I-75, SR-56 to SR-54	Widen to eight lanes	3.48 miles	$14,401,597	$4,464,495	300	312	220,493	$7.30	$1,609,597	$1,609,597	$0	$20,475,689
I-75, SR-54 to SR-52	Widen to six lanes	6.64 miles	$15,033,267	$4,660,313	300	306	210,355	$4.36	$2,751,446	$2,751,446	$0	$22,445,026
											Total	$66,544,978

Notes:
1. Right-of-way quantities in shading estimated by Pasco County.

	1999	2000
Highway Construction Cost per Lane-Mile:	$636,200	$659,035
Freeway Widening, 6 lanes to 10 lanes:	$4,065,400	$4,211,317
Freeway Widening, 4 lanes to 8 lanes:	$3,995,000	$4,138,390
Freeway Widening, 4 lanes to 6 lanes:	$2,185,600	$2,264,046
Unit Cost of Signal Installation:	$150,000	$150,000
Engineering Cost:	31% of Constuction Cost	

per 1999 Transportation Costs (FDOT Office of Policy Planning, Policy Analysis and Program Evaluation, July 2000), or estimated therefrom as noted below:

Add 4 Lanes to Existing 6 (estimated)	$4,065,400
Add 4 Lanes to Existing 4 (estimated)	$3,995,000
Add 2 Lanes to Existing 6 (Interstate - Inside) With 10' Paved Shoulders	$2,256,000
Add 2 Lanes to Existing 4 (Interstate - Inside) With 10' Paved Shoulders	$2,185,600

New Construction		
zero to 8	$3,663,400	
zero to 6	$3,231,800	$431,600
zero to 4	$2,613,800	$618,000
zero to 2 (estimated)	$1,809,400	$804,400

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR DRI NO. 163 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. 04-267 dated September 8, 2004, has adopted an amendment to the development order for a Development of Regional Impact known as DRI No. 163 (Resolution No. 89-145, as amended). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit A, Legal Description, 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, Legal Description, nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

(SEAL)
ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

PETER A. ALTMAN, CHAIRMAN

APPROVED
SEP 8 2004

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

ATTORNEY

#163

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. 70000600002445221487
RETURN RECEIPT REQUESTED

May 2, 2001

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

RE: Certified Copy - Cannon Ranch Development of Regional Impact #163 Development Order Amendment

Dear Mr. Meyer:

On April 19, 2001, this office sent to you, via USPS Certified Mail, a copy of the development order for Cannon Ranch DRI. It has come to our attention that said copy was not properly certified. Therefore, enclosed please find a certified copy of the Cannon Ranch Development of Regional Impact #163, Development Order Amendment (Resolution No. 01-159).

If you have any questions regarding this matter, please feel free to contact this office.

Sincerely,

Michael LaSala, AICP
Planner II
ML/ml
Enclosure

cc: Samuel P. Steffey II, Growth Management Administrator

2001036319

Rcpt: 483762 Rec: 6.00
DS: 0.00 IT: 0.00
03/22/01 Dpty Clerk

NOTICE OF ADOPTION OF AN AMENDMENT TO THE
DEVLOPMENT ORDER FOR THE CANNON RANCH DRI NO. 163
DEVELOPMENT OF REGIONAL IMPACT

JED PITTMAN, PASCO COUNTY CLERK
03/22/01 01:51pm 1 of 1
OR BK 4564 PG 955

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 01-159 dated 3/20/01, has adopted an amendment to the development order for a Development of Regional Impact known as Cannon Ranch DRI No. 163 (Resolution No. _____). 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.

STEVE SIMON, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED
MAR 20 2001

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 20th day of March, 2001.

Elaine H. Phillips
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

COUNTY COMMISSIONERS ORGANIZED JUNE 2ND 1887 PASCO COUNTY, FLORIDA

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

BY: Robert D. Sumner
ATTORNEY

COUNTY COMMISSIONERS ORGANIZED JUNE 2ND 1887 PASCO COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND THE COUNTY'S OFFICIAL SEAL THIS 5/02/2001
JED PITTMAN, CLERK TO THE BOARD OR 4564 PG 955
BY Connie D. Schroeder D.C.

chg 115-002

R Bd. Rec.
GB1-EHP

Resolution 01-159

2001036318

RESTATED, AMENDED, AND PROPOSED DEVELOPMENT OF REGIONAL IMPACT NO. 163 DEVELOPMENT ORDER

CANNON RANCH DEVELOPMENT ORDER

Rcpt: 483762 Rec: 118.50
DS: 0.00 IT: 0.00
03/22/01 Dpty Clerk

A. General Findings of Fact

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

1. Thompson Station Enterprises, LLC, hereinafter referred to as the "Developer," has filed in accordance with Chapter 380.06, Florida Statutes, as amended, an Application for the Pasco County Development of Regional Impact (DRI) No. 163.

2. The Project, Pasco County DRI No. 163, is known as Cannon Ranch.

3. The Pasco County Board of County Commissioners (Board) is the local government governing body having jurisdiction over the review and approval of said DRI in accordance with Section 380.06, Florida Statutes, as amended.

4. The Board approved Cannon Ranch DRI on April 18, 1989.

5. The Board approved the first Notice of Proposed Change (NOPC) on June 12, 1990.

6. The Developer has filed a second NOPC to a previously approved DRI Development Order (DRI/DO).

7. The Developer has submitted the request for approval of a second NOPC simultaneously to Pasco County, the Tampa Bay Regional Planning Council (TBRPC), and the Florida Department of Community Affairs (FDCA).

8. The proposed change would revise and modify certain provisions of DO, including those related to transportation and mitigation of impacts therefrom, but would not extend the final date for build out of the development.

9. The Board has scheduled and held a public hearing on the second NOPC filed by Thompson Station Enterprises, LLC, on March 20, 2001 (continued from August 15, 2000; October 17, 2000; November 21, 2000; December 12, 2000; and February 20, 2001).

10. Neither TBRPC or FDCA has exercised their right to participate at the public hearing.

11. The above-referenced second NOPC to DRI No. 163 is not a substantial deviation, and therefore, does not require further DRI review pursuant to Section 380.06(19), Florida Statutes, as amended.

12. Notice of the hearing was published in a newspaper of general circulation at least 60 days prior to the date set for the hearing.

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

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

15. The Board has received and considered the TBRPC report on the above-referenced second NOPC.

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

17. The real property encompassed by this proposed DRI is owned by the Developer and a description of said real property is attached hereto as Exhibit A and made a part hereof by reference.

18. The nature, type, scope, intensity, density, costs, and general impact of the proposed second NOPC for DRI is that which is summarized on Composite Exhibit B, the Application of Development Approval, Sufficiency Responses, and associated correspondence; Resolution No. 90-169, as approved by the Board on June 12, 1990, for the first NOPC is attached hereto as Exhibit C and made a part hereof by reference; and in attached Exhibit D, the specific Findings of Fact contained on Pages 4-19 and 35-67 of the TBRPC Final DRI Report of the original DRI Application for Development Approval. Said exhibits are incorporated into DO by

GBI EHP

Bd. Rec.

JED PITTMAN, PASCO COUNTY CLERK
03/22/01 01:51pm 1 of 26
OR BK 4564 PG 929

cho 115-002

reference herein. Further, Developer's Commitments is attached as Exhibit E, and Proportionate Share Computation is attached as Exhibit F.

19. For purposes of the balance of this amended and restated DO, "Application" shall mean the original DRI Application as modified by the first and second NOPC. The proposed Pasco County Future Land Use Map designation of the area subject to the Application is ROR (Retail/Office/Residential), RES-6 (Residential - 6 du/ga), and RES-3 (Residential - 3 du/ga). The land uses proposed in the Application are consistent with the policies of the adopted Pasco County Comprehensive Plan.

20. Zoning on the property which is subject to the Application is MPUD Master Planned Unit Development and C-2 General Commercial.

B. Conclusions of Law

The Board hereby finds as follows:

1. Pasco County DRI No. 163 will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed by the Application.

2. DRI is consistent with the State Land Development Plan.

3. The development is consistent with the report and recommendation of TBRPC.

4. The development is not in an area of critical State concern.

5. The above-referenced NOPC to DRI No. 163 is not a substantial deviation and, therefore, does not require further DRI review pursuant to Section 380.06(19), Florida Statutes, as amended.

6. This restated and amended DO supercedes and replaces in its entirety the DO approved by Resolution No. 89-145 by the Board on April 18, 1989, and the first amendment to said DO approved by the Board on June 12, 1990, under Resolution No. 90-169. Unless otherwise specifically indicated, "Development Order" shall hereafter mean this amended and restated DO.

C. Approvals

1. Specific approval with conditions is granted for the entire Project as detailed below.

2. All development of the property subject to this DO shall substantially conform to the Application, unless otherwise modified by the provisions of this DO. Additional adverse impacts caused by the Project beyond those which were predicted in the Application shall not ensue unless, prior to issuance of construction permits, mitigation is being implemented or is programmed pursuant to Pasco County, FDCA, and TBRPC policies and regulations.

3. Development of the area encompassed by the Application shall also be governed by the standards and procedural provisions of the adopted Pasco County Comprehensive Plan presently in effect and by land development regulations of Pasco County current at the time of preliminary plan/preliminary site plan submittals.

a. The requirements of and conditions imposed by DO shall constitute regulations or restrictions which govern the development of the property described in Exhibit A attached hereto. Following the adoption of this DO, all plans for development on the referenced property shall be consistent with the conditions and restrictions recited therein. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.

b. As provided in Chapter 190, Florida Statutes, the Community Development District(s) (CDD) is hereby authorized to undertake the funding and construction of any of the Project, whether within or without the boundaries of the district which are identified in this DO. Further, any obligations of the Developer contained in this DO may be assigned to a CDD, homeowner/property owner association, or other entity approved by Pasco County. CDD shall be in conformance with Chapter 190.

4. If the Board determines, after due notice and hearing, that any development on an individual tract or increment is not in substantial compliance with DO, the Board may direct that all development on that increment or tract shall cease until it is determined that the increment or tract in question can be developed in substantial compliance with DO.

5. All of the Developer's Commitments attached as Exhibit E hereto (which are those set forth in TBRPC'S original final DRI Report as modified hereby) shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this DO.

6. The Developer shall adhere to the conditions of approval attached to the rezoning amendment for the subject property under Rezoning Petition No. 5634 approved by the Board on March 20, 2001, as same shall be modified or amended pursuant to petition by the Developer approved by the Board.

D. Specific Conditions

1. Project Authorization

a. Development of Pasco County DRI No. 163 is authorized to proceed pursuant to the applicable mix of approved land uses described in Table 1. DRI Annual Reports shall summarize the cumulative number of residential units and the cumulative amount of retail and office square footage for which Building Permits have been issued by Pasco County.

Table No. 1
Pasco County DRI No. 163
Approved Land Uses[1]

Land Use	Project Size
Single-Family (du)	2,350*
Accessory Dwellings	400*
Multifamily Condo/Townhouse	250*
Multifamily/Resort Style (du)	1,500*
Retirement Housing Units	2,600*
Golf Course (Holes)	36
Park (Number)	2
Commercial/Retail (000, ksf)	183
Office (000, ksf)	52

* The total number of dwelling units shall not exceed 6,700.

b. In the event ordinances or resolutions are adopted by the Board establishing Countywide impact fees for the purpose of funding schools, solid waste, public safety, parks and recreation, libraries, and/or wildlife mitigation, the Developer shall be required to pay said fees and shall receive any applicable credits pursuant to that ordinance/resolution.

2. Land Use[2]

a. Prior to approval of the first preliminary plan/preliminary site plan, the Developer shall submit to the Pasco County Surveyor a recent (within six months of approval of this DO) boundary survey of the Project which has been certified by a Florida Registered Land Surveyor and is referenced to a minimum of three monuments to be provided by the Developer that are tied to State plane coordinates by Global Positioning System methods and approved by the Pasco County Surveyor. The coordinates of the monuments shall be shown on said survey. Moreover, the monuments shall:

(1) Comply with the National Geologic Survey Data Base Standards, Chapter 21 HH-6 of the Florida Administrative Code, and approved by the Pasco County Surveyor.

(2) Be unobstructed and accessible on a 24-hour basis and located on public property, unless otherwise approved by the Pasco County Surveyor.

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[1] The progression of the Project will be by dwelling units/square footage of development, as determined by market conditions. That is, the mix of multifamily, single-family residential units and commercial (retail/office) square footage may vary within the geographic boundaries of the Project as shown on Revised Map H-2000, but the total development of the Project shall not exceed the net external trips approved for the Project. In order to qualify as a retirement residential unit, any such unit must be deed restricted for residents at least 55 years of age, or which otherwise qualifies for a deed restricted community for purposes of the Federal Fair Housing Law. An accessory dwelling is one constructed on the same lot as the primary dwelling with its own cooking and bath facilities.

[2] There is no Table 2.

(3) Be conveyed by the Developer to Pasco County at the time of final plat approvals.

3. Water Quality and Drainage

a. All drainage system components shall comply with Chapters 17-25, 40D-4, and 40D-40, Florida Administrative Code, as well as all other applicable local, State, and Federal rules and regulations.

b. The Developer shall, at minimum, institute and implement ground and surface water monitoring to assure that there is no degradation of water quality caused by development of the Project. The program shall be initiated no later than six months prior to the commencement of onsite construction activity in order to insure adequate background data is obtained through Project build-out. The Southwest Florida Water Management District (SWFWMD) and other appropriate agencies, pursuant to applicable law, will approve the parameters proposed to be tested, sampling locations, methodologies, and frequencies, and shall review the monitoring results. All analytical methods and procedures used shall comply with the United States Environmental Protection Agency/Florida Department of Environmental Protection (FDEP) Quality Control Standards and Requirements. The water quality monitoring program shall be expanded concurrent with development of the Project. Documentation that all required monitoring plans and mitigative measures have been implemented shall be provided to Pasco County as part of each annual report. Should the monitoring indicate that applicable State water quality standards are not being met, the violation shall be reported to Pasco County immediately and, if caused by on-site activities, such causal on-site activity shall cease until the violation is corrected.

c. Stormwater discharge from impervious surfaces into sinkhole pond located along the western boundary of the Project must be in compliance with the requirement of Chapter 62-25, Florida Administrative Code.

d. The Developer shall implement best management practices for reducing water quality impacts as recommended by currently adopted regulations of Pasco County and SWFWMD.

e. An Integrated Pest Management Program will be developed for the golf course and common areas of the Project as part of environmental site management planning.

4. Wetlands

a. The wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan and jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency; i.e., SWFWMD, FDEP, or the Army Corps of Engineers. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan and platted as conservation/preservation areas. Allowable activities therein will be regulated, and the area delineated by FDEP and SWFWMD permitting criteria except for exempted wetlands. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan. The area contained therein shall be platted, or where no platting is required, designated as preservation or conservation areas, whichever is appropriate.

b. Lot lines shall not extend into wetland areas under the jurisdiction of FDEP and SWFWMD. A minimum five-foot buffer shall be maintained around these areas, except wetlands altered in accordance with applicable dredge and fill permitting, both existing and proposed. Ownership and maintenance shall be provided by the mandatory homeowners'/property owners' association.

c. All modifications to on-site wetlands shall be carried out so as to maintain natural hydroperiods and flows pursuant to applicable local, State, and Federal regulations, and as permitted by applicable regulatory agencies including any special conditions that may be attached to such permits. Documentation that the modifications meet regulatory and permitting criteria shall be reported as part of each annual report. Any variation from these requirements, mandated through the permitting process, shall be documented in the next annual report following issuance of the permit.

d. Use of on-site wetlands for stormwater treatment and disposal of treated wastewater effluent shall be carried out only where permitted by applicable local, State, and Federal regulations.

e. Monitoring of wetlands and wetlands hydroperiods shall be performed by the Developer and a report thereof, including any significant adverse alterations to wetlands hydroperiods, shall be part of the annual report. If it is apparent to applicable regulatory agencies that development regarding preservation/conservation areas is proceeding in violation of applicable permit conditions, Pasco County, and/or the applicable regulatory agency, shall notify the Developer and shall direct that the development activity which is in violation be corrected or cease until remedial measures have been taken to correct the violation and to cause the work to be in compliance with the permit conditions. Documentation that required remedial measures have been implemented shall be provided in the annual report, if applicable. All mitigation areas and littoral shelves shall be monitored semiannually for a period of four years. Monitoring shall include species diversity

and composition and efforts to control nuisance species encroachment. Additional planting shall be performed, as necessary, to maintain an 80 percent survival of planted species at the end of three years.

f. Wetlands encroachment shall be mitigated on a minimum one-to-one in-kind basis elsewhere onsite or offsite as approved by Pasco County. Mitigation for wetland losses shall be implemented prior to or concurrent with the wetlands being disturbed.

5. Flood Plains

a. The Developer shall designate appropriate Project facilities as hurricane shelters/ host facilities for residents of this Project.

b. There shall be no net loss of hydrologic storage capacity within the 100-Year Flood Plan as defined in surface water management permit applications for the Project submitted to SWFWMD.

c. Base floor elevations for all habitable structures shall be at or above the 100-Year Flood Plain elevation. All preliminary plan submittals shall show 100-Year Flood Plan elevations.

6. Soils

The Developer shall, at minimum, implement the soil conservation measures referenced on Page 14-5 of the Application for Development Approval.

7. Air Quality

Roadway and intersection improvements listed in Tables 3 and 4 of DO are not required for the purpose of meeting applicable National Ambient Air Quality Standards.

8. Natural Vegetation and Wildlife

a. Relocation and/or habitat (upland as well as wetland) preservation plans for all threatened and endangered species previously reported in the Application as being present on development tracts shall be implemented as approved by the Florida Fish and Wildlife Conversation Commission and other applicable regulatory agencies pursuant to applicable law. Documentation of compliance shall be submitted as part of the annual report prior to issuance of any Building Permits for the affected tracts.

b. Prior to the first preliminary plan/preliminary site plan approval, the Developer shall conduct an appropriate follow-up survey for the presence of on-site nesting locations of sandhill cranes, southern kestrels, Sherman fox squirrels, and wood stork roosts or rookeries. If this survey reveals the existence of such nesting sites and the impacts of the proposed development on these species cannot be satisfied by the habitat preservation/relocation plans referenced above, then the Developer shall take protection steps, and shall continue to monitor the status of those species on or near the site. The monitoring results, if required, shall be submitted as part of the annual report.

c. Should any species other than those mentioned above which are listed in Section 39-27.003.005, Florida Administrative Code, be observed frequenting the site for nesting, feeding, or breeding prior to or during development, proper protection/mitigation measures shall be employed in cooperation with the Florida Fish and Wildlife Conversation Commission.

9. Historical and Archaeological Sites

a. The discovery of any significant historical or archaeological sites shall be reported to the Florida Division of Historical Resources and to Pasco County; and the disposition of such sites shall be determined in cooperation with the Florida Division of Historical and Archaeological Resources and Pasco County.

b. The Developer shall comply with the recommendations of Exhibits 19.1-1 and 19.1-2 of the Sufficiency Resource. Archaeological Site 8Pa202 (the Egg Hole site) shall be excavated and surveyed by a professionally capable entity prior to ground clearing or ground disturbing activities within the affected area until the significance of the site has been determined and written authorization to proceed with such activities has been received from the Florida Department of State and Pasco County. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the annual report.

10. Utilities: Water Supply, Wastewater Treatment, and Electric Power Services

a. Water and wastewater treatment shall be provided pursuant to the Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village and Route 347, dated February 10, 1987, as it may be amended from time to time. A Master Utility Plan for the entire development

must be submitted to the Pasco County Utilities Department for review and to DRC for approval prior to app of the first preliminary plan/preliminary site plan. This Utility Plan shall minimally show the following:

(1) Trunk sewer lines and lift stations.

(2) Main potable water lines and nonpotable water lines.

(3) Any overhead electric lines.

(4) Method of lighting all major roads.

(5) Sewage treatment facility location.

(6) The proposed method of treatment and the possibility of a nonpotable water system for irrigation.

b. Upon a determination by Pasco County that a need for same exists, then within 120 days of a written request from Pasco County, the Developer shall donate to Pasco County one 3-acre well site for a water production facility as shown on the approved MPUD Master Planned Unit Development Plan, as amended.

c. Water-saving devices shall be required in the Project as mandated by Chapter 533.14, Florida Statutes, 1985 (the Florida Water Conservation Act).

d. Native vegetation shall be used in landscaping wherever feasible. Deed restrictions will be designed to provide: a drought-tolerant plant list, required water conserving irrigation systems, and incentives to create "natural areas" with Native plants.

e. Irrigation shall be from reuse of treated effluent, as set forth in the agreement referenced in Condition No. D.10.a, above, where available and as permitted by appropriate regulatory agencies. Responsibility for installation of dual water supply system shall be in accordance with the appropriate utility Service Agreement.

11. Solid/Hazardous Waste

a. The collection, transportation, and disposal of solid waste is controlled by Pasco County ordinance(s), and shall take place in accordance with the terms of said ordinance(s).

b. Solid waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid waste recycling for all phases of and all types of development within Cannon Ranch.

12. Energy

a. The Developer shall implement the energy conservation measures referenced on Page 25-6 to 25-8 of ADA; however, the Developer shall not be required to build the percentage of attached housing or cluster buildings referenced in the pages identified.

b. Where economically feasible, all Project residents and businesses may use energy alternatives such as solar energy, resource recovery, waste heat recovery, and cogeneration.

c. Energy conservation programs shall be encouraged by the Developer to promote energy conservation and recycling by residents, employees, buyers, suppliers, and the public. A report on the implementation of and participation in energy conservation programs shall be included in each annual report.

13. Transportation

a. Proportionate Share—Regional roadway link and intersection improvements required to mitigate the transportation impacts of the Project are listed in Exhibit F of this DO, along with the costs thereof, the cost of necessary additional right-of-way, if any, and the Developer's proportionate share thereof, as provided herein. The Developer's proportionate share contribution for the impacts of the build-out Project is $10,156,419.00 in Year 2000 dollars. This amount has been calculated pursuant to the current formula outlined in Chapter 9J-2.0455(3)(f), Florida Administrative Code.

In the event that a determination is made by, or an agreement is reached with, FDCA that the version of Chapter 9J 2-0255 in effect in 1989 is applicable in whole or in part to the calculations of proportionate share hereunder, then the Developer's proportionate share contribution shall be recalculated in accordance with said determination or agreement, and the proportionate share amount stated herein shall automatically be adjusted based on such recalculation.

b. Monitoring—The development will not be allowed to exceed 1,975 p.m. peak-hour inbound or 1,856 p.m. peak-hour outbound external trip ends. Each preliminary plan/preliminary site plan and DRI Annual Report shall summarize the cumulative development quantities including the counted number of p.m. peak-hour external inbound and outbound trip ends, pursuant to the following paragraph, for the already built portion of development and the calculated p.m. peak-hour external inbound and outbound trip ends to be generated by the proposed preliminary plan/preliminary site plan using the latest Institute of Transportation Engineers (ITE) trip generation rates or rates as approved by Pasco County.

By 2005, an annual monitoring program to provide p.m. peak-hour counts at the Project entrances shall be instituted to verify that neither the total projected number of external trips (3,831) for the development nor 1,975 inbound or 1,856 outbound trip ends are exceeded. This information shall be provided within the required annual reports. The results of the study may also serve as a basis for the Developer or reviewing agencies to request DO amendments. If the traffic counts exceed the above-stated trips by more than five percent, the Developer will be required to provide a revised NOPC transportation analysis to determine if there is a substantial deviation.

c. Mitigation—The Developer shall mitigate its transportation impacts by means of constructing the pipeline projects described below and by means of payment of transportation impact fees (TIFs), a portion of which shall be allocated by Pasco County to address I-75 impacts of the Project, consistent herewith.

(1) Upon adoption of this DO, the Developer may proceed to develop 658 nonrestricted, single-family dwellings; 150,000 gross leasable square feet of commercial space; and an 18-hole golf course, or the equivalent thereof in terms of p.m. peak-hour trip-ends. During this initial increment of development, the Developer shall pay TIFs in accordance with the TIF Ordinance as it may be amended from time to time. In addition, the Developer shall undertake a State Environmental Impact Report (SEIR), if required, preparation of the construction plans, and permitting for the S.R. 52 Pipeline improvement described below. The amount of these impact fees shall be held by Pasco County and, after the execution of the Developer's agreement and posting of the Financial Guarantee, shall be applied to the cost of right-of-way acquisition and construction of the roadway improvement(s) required in Paragraph (2), below; however, except as otherwise provided in the Developer's agreement, these fees shall not be held for the cost of the S.R. 52 Pipeline improvement beyond five years after payment of same, and can thereafter be spent anywhere as desired by the County in accordance with the TIF Ordinance as it may be amended from time to time, provided that the Developer shall remain entitled to credits for the TIFs paid as and when the S.R. 52 improvement proceeds in accordance herewith. In addition, the time limits of encumbrance and expenditure of these fees, as provided in the TIF Ordinance, shall be waived by the Developer and its successors in title by virtue of acceptance of a deed.

(2) Within two years from the final approval date (including completion of any appeals) of this DO, or prior to issuance of permits for development in excess of that authorized in 13.c(1), above, whichever occurs first, the Developer and County shall enter into a Developer's agreement to widen S.R. 52 to a four-lane section from the east ramp terminal of the I-75 interchange to the main development entrance on S.R. 52, a distance of approximately 1.4 miles and extend the second (outside) westbound, through lane 750 feet west of the pending improvements by the Florida Department of Transportation (FDOT). This Developer improvement shall be known as "the S.R. 52 Pipeline." Upon issuance of permits for the S.R. 52 Pipeline improvement (and delivery to the County of a copy of the permits and FDOT-approved construction plans), execution of the Developer's agreement, and posting of its associated Financial Performance Guarantee for the cost of right-of-way acquisition and construction, TIF credits for the previously paid costs of SEIR, construction plans, and permitting will be recognized by means of suspending the TIFs and allowing the Developer to apply these credits against impact fees due until the full amount thereof has been exhausted provided such improvements are in the County's Capital Improvement Plan (CIP).

(a) The Developer's agreement shall include the following:

(i) The scope of the improvement will be more clearly defined, as approved by Pasco County.

(ii) A requirement that the improvements will be completed within six years from the final approval date (including completion of any appeals of this DO, in accordance with the following generalized completion schedule:

1) SEIR Study— Within 24 months after DO approval, if required.

2) Preparation of Construction Plans—Within 36 months after DO approval.

3) Issuance of Permits—Within 39 months after DO approval.

4) Right-of-Way Acquisition—Within 51 months after DO approval.

5) Construction—Within 75 months after DO approval

* Construction shall begin within 53 months after DO approval.

This schedule may be amended if Pasco County and FDOT agree that circumstances beyond the control of the Developer have arisen to delay the improvement.

(iii) A requirement, that if the Developer should fail to adhere to the schedule of tasks in accordance with the agreement, then no further Building Permits shall be issued until the Developer has completed the delinquent action to be reasonably approved by Pasco County.

(iv) A requirement that Pasco County apply transportation assessments from this DRI only towards the S.R. 52 Pipeline improvement or towards an I-75 impact mitigation fund when the costs of the S.R. 52 Pipeline improvement are fully addressed.

(v) Provisions for assistance from Pasco County in the acquisition of right-of-way as needed.

(vi) A requirement for a Financial Performance Guarantee by the Developer, based on the County-approved engineer's estimate of right-of-way and construction cost, to ensure that the improvements will be completed in accordance with the above schedule.

(vii) Recognition that TIF credits will be granted for this in accordance with the TIF Ordinance as may be amended from time to time. In addition, the that once the transportation improvements required of the Developer pursuant to this DO and any agreement are included in the County's CIP, the County will not move said improvements beyond ...ed in CIP.

The schedule for the S.R. 52 Pipeline improvements listed under the Developer's agreement requirements are part of this DO. A requirement, that if the Developer should fail to adhere to the schedule of tasks in accordance with the agreement, then no further Building Permits shall be issued until the Developer has completed the delinquent action to be reasonably approved by Pasco County.

The execution of the Developer's agreement, together with completion of the S.R. 52 Pipeline Construction Plans, issuance of permits, and posting of the Financial Performance Guarantee for the cost of required right-of-way and construction shall authorize the Developer to proceed with maximum development of 66.7 percent of the land uses in Table 1 of this DO (i.e., development that generates 2,555 external p.m. peak-hour trip-ends).

In the event that the full extent of the S.R. 52 Pipeline improvement cannot be accomplished as an impact fee creditable pipeline improvement due to the improvement of the section from McKendree Road to the main development entrance ("the eastern portion") not being in CIP, then the Developer may proceed to improve the remaining section from McKendree Road westward (which is in the current CIP and which shall be maintained in CIP so that said section can be completed in accordance with the schedule identified in D.13.c(2)(a)(ii), above, and remain impact fee creditable), in accordance with the procedures above, which requires a Developer's agreement. In this case, the Developer may proceed with development that is equivalent, in terms of external p.m. peak-hour trip-ends, to that development associated with the Phase One described in the original (1989) DO (i.e. 824 single-family dwellings, 320 multifamily dwellings, 355,000 square feet of commercial space, and an 18-hole golf course).

In addition, an alternative improvement or combination of improvements of similar cost to the eastern portion improvement may be implemented as an alternative project(s) to the eastern portion of S.R. 52 (McKendree Road to the main development entrance), in accordance with the procedures in this Section 13.c(2). This improvement may be proposed by the Developer for approval by Pasco County and comments from FDOT and TBRPC. The improvement may be selected from the improvements identified in Exhibit F, or may be parallel improvements that will help to alleviate congestion on roads included in Exhibit F, or if the County does not approve an alternative, the Developer may provide a Financial Guarantee acceptable to Pasco County equal to the cost allocable to the eastern portion upon posting the Financial Guarantee for the completion of the western portion. Then, development permits may be issued as if the entire S.R. 52 Pipeline improvement had been constructed.

(3) Prior to issuance of permits for development exceeding 44.6 percent of the development in Table 1 of this DO (i.e., development which generates 1,709 external p.m. peak-hour trip-ends), the Developer shall post an initial Financial Performance Guarantee in the amount of 15 percent of the accumulative impact fees generated by the development to that date, plus 15 percent of the amount of impact

fees estimated to be generated from the increment of development for which permitting, record platting, or where platting is not required, site plan approval is desired). The amount of the Financial Performance Guarantee shall be updated periodically to ensure I-75 impacts are addressed in accordance with the above. When TIFs generated by on-site development cover the costs of the S.R. 52 Pipeline improvement, 100 percent of the subsequent TIFs payable shall be applied to reduce to zero the Financial Performance Guarantee required for I-75 impact. Thereafter, only 15 percent of impact fees payable to Pasco County will be allocated towards I-75 impacts.

Pasco County and FDOT shall enter into an agreement ensuring that the portion of impact fees designated to address I-75 impacts (not exceeding 15 percent of total accumulated impact fees) will be transmitted directly to FDOT or be applied to a parallel facility. The failure of Pasco County and FDOT to enter into such an agreement shall not affect the ability of the Developer to proceed with the development. The Developer hereby relinquishes its rights to refund of the I-75 share of impact fees paid to Pasco County in the event that the County fails to obligate or spend these funds within five years from the date of receipt.

(4) No permits for development exceeding that authorized in Section 13.c(1), above, shall be issued until the Developer and Pasco County identify and enter into a Developer's agreement to implement an additional pipeline improvement from the improvements listed in Exhibit F, or parallel facilities that will help to alleviate congestion on facilities identified in Exhibit F, with review by TBRPC and FDOT. The County agrees to provide such assistance as is reasonably possible in obtaining right-of-way in order to accomplish any such additional pipelining projects to be constructed by the Developer.

d. All Transportation Costs Creditable—All eligible costs incurred by the Developer as a result of any of the improvements made, approved under, and in accordance with this DO shall be credited against transportation impact fees in accordance with the TIF Ordinance which may be amended from time to time. In addition, the County agrees that once the transportation improvements required of the Developer pursuant to this DO and any development agreement are included in the County's CIP, the County will not move said improvements beyond the date identified in CIP. The Developer's continued performance in accordance with this DO shall continue to vest the Project for concurrency purposes, provided that such vesting shall become void in the event that the Developer's agreement is not executed.

e. Financial Performance Guarantees—Each Financial Performance Guarantee must be in a form acceptable to the County and may be drawn upon by the County if the Development Agreement is not executed by the Developer, or if the Developer defaults under the Development Agreement in a manner which would allow the County to draw upon same. The amount of security provided by the Financial Performance Guarantees may be reduced to the extent that the required performance is accomplished and accepted by Pasco County.

f. Site Access Timing—If the initial access point to the Project is on S.R. 52, then no preliminary plan/preliminary site plan shall be approved which would result in more than 851 outbound or 910 inbound p.m. peak-hour trips until a second access point to C.R. 577 (Curley Road) is constructed. If the original access point is to Curley Road, then no preliminary plan/preliminary site plan shall be approved which would result in more than 586 outbound or 589 inbound p.m. peak-hour trips until a second access point to S.R. 52 is constructed. In no case, shall there be any approvals of record plat, or issuance of final site plan approval where no plat is required, beyond the 2,000th dwelling unit until the internal road network connects S.R. 52 to C.R. 577 (Curley Road).

g. Site Access Improvements—The Developer shall construct the appropriate case intersection improvement at all Project entrances which shall include at minimum left-turn storage and right-turn acceleration/deceleration lanes and install traffic control signals when warranted. The exact configurations, which include the Project access roads, shall be approved by Pasco County at or before the time of approvals of the preliminary plan/preliminary site plans. The improvements referenced in this subparagraph shall be considered site-specific and not eligible for impact fee credits.

h. Further Traffic Study Required—There shall be no DO time extension beyond the Year 2010 unless a Chapter 380, Florida Statutes, traffic analysis is approved by the County and reviewed by FDOT and TBRPC.

14. Educational Facilities

a. The Developer shall provide two elementary school sites mutually agreeable to the Developer and the District School Board of Pasco County. Within 120 days of a request from Pasco County for a school site, the Developer shall transfer to Pasco County a mutually acceptable 15-acre usable, upland elementary school site either within or in close proximity to the Project. Pasco County agrees not to make such request for a site until the District School Board of Pasco County demonstrates that the area warrants the school(s) and funding is appropriated to construct one or both of the schools. If the County makes such a request, then the donation of the school sites shall act as a credit toward any school impact fees at a rate which is applicable to residential land value. The Developer shall be reimbursed for impact fees theretofore paid to the extent the land would amount to a duplicate payment. Pasco County agrees that the Developer may provide a

nonbinding opinion as to whether the architectural and site plans are compatible with the Project. If, in development of 80 percent of the Project's residential acreage, the area fails to warrant one or both of the elementary schools, or funding is not yet appropriated, then such sites shall remain the property of the Developer and shall assume the designation of residential, provided the authorized number of residential units shall in no event be increased as a result of any such designation. The Developer shall also comply with the adopted School Impact Fee Ordinance as may be amended from time to time.

15. Fire and Police Protection

a. Fire protection shall be provided by the San Antonio Fire Department or Pasco County Emergency Services Department, whichever is appropriate, and police protection shall be provided by the Pasco County Sheriff's Department.

b. The Developer agrees not to oppose and to provide its consent, if necessary, for Pasco County to annex this property into the Pasco County Municipal Fire Tax District.

c. Within 90 days of the adoption of DO, the Developer shall convey to Pasco County a minimum of two useable, contiguous, upland acres for the purpose of a public service site. The site which shall be at a mutually agreed upon location to both the County and Developer within 1,500 feet of S.R. 52 and shall provide immediate and direct access to S.R. 52 unless otherwise approved by DRC. In the event that the parties cannot agree on a site, the Developer agrees to pay Pasco County the amount of $50,000.00 to acquire off-site property within 60 days of the County's request.

16. Library Facility

The Developer agrees to donate to the County a mutually acceptable site of up to five acres in size within the Village District, Business District, or other approved location for a library facility. The Developer may have up to 120 days to donate such land from the time of formal written request from the County; provided, however, that the County shall agree not to make such request for said site until funding is appropriated to construct the library facility. If the County makes such a request, then the donation of the library site shall act as credit toward any library impact fees which may be established through ordinance/resolution by the Board at a rate which is applicable to residential land value as calculated using a residential land value at the time of donation based on an appraised value from a State-certified appraiser~~of no later than March 20, 2004~~. The Developer shall be reimbursed for impact fees theretofore paid to the extent the land donation would amount to a duplicate payment. The Developer shall have the right to architectural and site plan review in order to ensure both the structure and site are compatible with the Project's Village District. However, if after platting and/or final site plan approval of 50 percent of the 6,700 residential units allowed for the Project, the County has not appropriated the funds for construction and formally requested the donation of the library site, then the Developer shall no longer be required to make such donation. The library site area may, with County approval, be reduced if the Developer can demonstrate to the County that shared parking is available at or near the library site and/or the Developer provides for the treatment and attenuation of stormwater from the library site within the Project's master stormwater system.

E. Duration

1. This DO shall take effect on April 18, 1989.

2. The duration of DO shall be a period of 26 years, expiring April 18, 2015. The effective period may be extended by the Board upon a showing of good cause. Application for such extension shall be made at least 60 days prior to the expiration date.

3. If the development does not commence within three years of the date of adoption of this restated and amended DO, Pasco County shall conduct a substantial deviation determination. Commencement of development shall mean development of infrastructure, roadways, or vertical development unless otherwise approved by Pasco County.

4. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction before April 18, 2015, which is 26 years from the date of adoption of this DO, unless Pasco County can demonstrate that substantial changes in the conditions underlying the approval of DO have occurred, or that DO 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. In the event of an appeal of DO, all schedules and deadlines set forth herein shall be extended by an amount of time equal to the time involved in the appeal.

F. Monitoring Procedures

1. Monitoring of this DO shall be at the time of the annual report submittal and during review of the development approvals. Monitoring of DRI No. 163 shall be carried out by the Developer, with review by the Pasco County Growth Management/Zoning Department, and review by FDOT and TPRBC.

2. The Developer shall provide an annual report on the applicable FDCA form to the Pasco County Growth Management/Zoning Department, TBRPC, and FDCA, or their successor agencies, on April 8, the anniversary date, of each year during the term of DO. The annual report shall be the mechanism for documentation that the impacts attributable to the Project are equivalent to or less than those predicted in the Application. Should this not be the case, the annual report shall demonstrate that mitigation is being implemented or is programmed pursuant to FDCA rules and policies. The report shall include, at a minimum, the following information:

a. An assessment of the Developer's compliance with each DO condition applicable at the time the report is filed.

b. Special studies and reports when applicable and as referenced in Condition Nos. D.4.c, D.4.e, D.5.a, D.8.a, D.8.b, D.9.b, and D.13.

c. Any changes in the proposed plan of development.

d. 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. DRI Annual Reports shall summarize the cumulative development quantities for which certificates of occupancy have been issued by Pasco County and shall summarize the calculated number of p.m. peak-hour net external inbound and outbound trip ends estimated to be generated by that development based upon the Transportation Analysis referenced herein.

e. A description of development activity proposed for the next year.

f. A statement setting forth names and addresses of major assignees or successors in interest to this DO.

3. If the annual report is not submitted within 30 days of the due date, Pasco County shall notify the Developer and may initiate a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

4. Should the Developer divest itself of all interest in the Project prior to the expiration of this do, the Developer shall, subject to approval by Pasco County, designate the successor entity to be responsible for preparation of the annual report.

G. Amendment/Substantial Deviations

1. Proposed or necessary changes to this DO, including those specifically referenced in Condition Nos. D.13 and E.3 must undergo a substantial deviation determination by the Board. Application for a substantial deviation determination shall be made on the applicable FDCA form and reviewed pursuant to the provisions of Chapter 380.06(19), Florida Statutes, as amended, prior to implementation of such changes. Changes to the approved underlying MPUD Master Planned Unit Development zoning of the land covered by the Application may be subject, if applicable, to the substantial modification procedures outlined in Section 522.6 of the Pasco County Land Development Code.

2. Application to amend any provision in DO shall be provided by the Developer to the TBRPC, FDCA, and Pasco County. Pasco County shall observe a minimum 30-day review period to permit the TBRPC and FDCA sufficient time to present written comments on the proposed change and to notify Pasco County of their intent to appear at the public hearing, should such a hearing be required pursuant to Chapter 380.06, Florida Statutes.

H. Notice of Adoption

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, as amended.

2. The Clerk of the Board of County Commissioners shall return ten certified copies of the Notice of Adoption to the Pasco County Growth Management/Zoning Department to allow a single copy of the Notice to be supplied to FDCA, TBRPC, and to attorneys of record in these proceedings, along with the approved DO. The Growth Management/Zoning Department shall then send out the documents to the above-mentioned recipients.

I. Severability

1. 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 effected by such holding.

DONE AND RESOLVED this 20th day of March, 2001.

(SEAL)

ATTEST:

BY: _____
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
STEVE SIMON, CHAIRMAN

APPROVED
MAR 20 2001

WITNESSES:

_____

BY: _____

_____

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

BY: _____
ATTORNEY

EXHIBIT A

Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION DRI #163

The East 1/2 of the Southeast 1/4 of the Northeast 1/4 lying South of State Road No. 52, LESS the West 250.00 feet of the East 596.85 feet thereof; The East 1/2 of the Northeast 1/4 of the Southeast 1/4, LESS the North 824.24 feet of the West 250.00 feet of the East 596.85 feet thereof; The East 600.00 feet of the Southeast 1/4 of the Southeast 1/4; And the South 110.00 feet of the West 720.00 feet of the Southeast 1/4 of the Southeast 1/4, all in Section 9, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The Northwest 1/4, lying South of State Road No. 52; The South ½; The South ½ of the Northeast 1/4; and the West 3/4 of the Northwest 1/4 of the Northeast 1/4 lying South of State Road No. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The Southwest 1/4; The Southwest 1/4 of the Northwest 1/4; The West ½ of the Southeast 1/4, Less road right-of-way; The South ½ of the Southwest 1/4 of the Northeast 1/4, Less the North 300.00 feet thereof, and Less road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.

AND

The West ½ of the Northeast 1/4 lying North and West of State Road No. 577; The Northwest 1/4, Less road right-of-way; The North 3/4 of the Northeast 1/4 of the Southwest 1/4, Less the South 665.0 feet thereof and Less road right-of-way; AND The West ½ of the Southwest 1/4, Less and Except road right-of-way for Tucker Road, if any, all in Section 14, Township 25 South, Range 20 East, Pasco County, Florida.

AND

All of Section 15, Township 25 South, Range 20 East, Less and Except road right-of-way for Tucker Road, if any, Pasco County, Florida.

AND

The East ½ of the Southeast 1/4 and the East ½ of the Northeast 1/4, all in Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

LESS AND EXCEPT road rights-of-way.

AND LESS AND EXCEPT a tract of land lying in the North ½ of Section 10, Township 25 South, Range 20 East, Pasco County, Florida. Being further described as follows: Begin at the Southeast corner of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10: Thence North 89°50'42" West, along the South boundary thereof, a distance of 207.57 feet; thence South 52°18'05" West, a distance of 681.98 feet; thence North 37°41'55" West, a distance of 1320.00 feet to the Southerly right-of-way line of State Road 52; thence North 52°18'05" East, along said right-of-way line, a distance of 842.47 feet; thence 439.64 feet along the arc of a curve to the right (said curve having a radius of 666.20 feet, delta angle of 37°48'40", and a chord bearing and distance of North 71°12'25" East, 431.71 feet); thence continue along said right-of-way line, South 89°53'15" East, a distance of 490.25 feet to a point on the East boundary of the West 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence departing said right-of-way line, South 00°29'58" West, a distance of 1281.30 feet to the Point of Beginning.

Containing 1,965.32 acres more or less.

EXHIBIT B

Application for Development Approval

Sufficiency Responses and Associated Correspondence

(made a part hereof by reference)

EXHIBIT C

Resolution No. 90-169
As Approved by the Board on
June 12, 1990, for the first NOPC

(made a part hereof by reference)

EXHIBIT D

Findings of Fact Contained on
Pages 4-19 and 35-67 of the
TBRPC Final Report of the Original
Application for Development Approval

(made a part hereof by reference)

EXHIBIT E

Developer's Commitments

DEVELOPMENT OF REGIONAL IMPACT NO. 163
CANNON RANCH DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval and Sufficiency Responses which shall be honored by the developer, except as they may be superceded by specific terms of the development order.

General Project Description

1. Cannon Ranch will be developed in accordance with the conditions of the MPUD Master Planned Unit Development zoning as approved or amended by the Pasco County Board of County Commissioners.

2. Preliminary plan approval will be obtained for an entire parcel prior to any construction drawing approval within the parcel. A concept design is subject to approval by Pasco County for an entire multifamily or commercial increment prior to phased site plan approval within the increment.

3. The maximum number of units for Cannon Ranch will not exceed 6,700 residential units including accessory dwellings. The number of units and density, however, may increase or decrease within any specific development parcel or pod shown on the Master Development Plan as provided in the MPUD Conditions of Approval.

Environmental and Natural Resources

Air

4. Contracts for site development will contain specifications that will obligate the contractor to comply with all applicable particulate pollution control requirements. Adverse air quality impacts will be minimized during the construction phase as necessary to control fugitive dust emissions and by adhering to applicable County regulations for open burnings.

5. To prevent wind erosion and resultant fugitive dust, standard construction procedures for watering will be employed and stabilization of disturbed ground surface with grassing or other acceptable materials will be accomplished as soon as practical after construction completion. Construction specifications will encourage contractors to limit clearing efforts to areas where work will be immediately performed and to discourage mass clearing.

Land

6. Where building structures are proposed within areas of seasonally high groundwater conditions, appropriate depths of fill material will be placed to raise the building pads to protect the foundations and provide for proper surface drainage. No attempts will be made that will have an adverse impact on groundwater levels or flow.

7. Landscape buffering will be provided along the described roadways in accordance with Table 2.3 "Buffer Matrix" in the Community Development Standards. The buffers will be created no later than development of the adjoining increment or parcel.

Water

8. The sinkhole on the site identified as potentially significant will be protected by designating the surrounding area as recreational open space. Discharge of stormwater from developed areas will be subject to the provisions of 17-25 Florida Administrative Code (FAC), prior to, discharge into the sinkhole or nearby marsh system.

9. Surface and groundwater monitoring programs will be implemented as required by the permitting agencies pursuant to the statements and rules applicable to Cannon Ranch.

Wetlands

10. The grading and drainage techniques to be used on site will be designed to avoid adverse impact on normal hydroperiods in wetlands. Special precautions will be taken during construction to protect environmentally sensitive areas. All protected areas will be marked in the field prior to earthmoving activities. Sloped grading toward wetlands will be stabilized with vegetation as soon as practical following disturbance of existing grades. Hay bale barriers will be used to control erosion and sedimentation where construction is in close proximity to existing wetlands. The hay barriers will be kept in place until the affected slopes are stabilized. Stormwater from construction sites will, as soon as feasible, be directed into proposed retention ponds to reduce surface runoff and silt screens will be utilized where dredge and fill activities within wetlands warrants their use.

11. Unless otherwise permitted by appropriate agencies, wetlands will not be included within the surface storage volume of proposed drainage/detention ponds. Covenants will be incorporated as deed restrictions for the protection of wetland habitats to be retained according to the revised master plan where they occur within privately owned parcels on the Cannon Ranch.

12. The use of design features such as spreader swales, sedimentation basins, and skimmers will be integrated into the drainage design for wetland use per applicable regulations pertaining to water quality. The utilization of wetlands for stormwater management will be designed to maintain the normal range of water fluctuation between the normal low water and the seasonal high water to prevent desiccation or overimpoundment. Periodic increases in water levels and duration of hydroperiods associated with design storm events will be experienced, but are not expected to have any significant effect on the existing wetland species.

13. The homeowners' association will own and maintain wetlands within common open space areas. If the golf course remains privately owned, maintenance shall be through that entity. Covenants will be incorporated as deed restrictions for the protection of wetland habitats where they occur within privately owned parcels on the Cannon Ranch.

14. Wetland mitigation will be accomplished by expansion of wetlands, creation of wetlands along channelized ditches connecting wetlands, within littoral zones of proposed water bodies or through preservation of upland habitat. Mitigation will be implemented prior to or reasonably concurrent with the wetlands being disturbed. Activities within wetlands will be subject to the permitting requirements of 17-4 and 40D-4 of FAC, to the extent applicable.

15. The development plan indicates that approximately 45 percent (913 acres) of the total site area will be used as wetland/conservation areas, proposed lakes, golf courses, equestrian center, neighborhood parks, and open space.

16. Definitive wetlands on Cannon Ranch will remain undisturbed through the course of development.

17. Unless otherwise waived by the applicable regulatory agency, mitigation of jurisdictional wetlands impact will be on a one-to-one basis.

18. Adverse displacement of 100-year flood storage volumes will be compensated for by provision of additional storage capacity in detention areas or creation of natural storage areas on adjacent uplands or otherwise mitigated.

19. Minimum first floor elevations will be established by final design plans and calculations prepared by a Florida registered engineer and shall be subject to the review of the Pasco County Engineering Services Department.

Vegetation and Wildlife

20. Live oak hammocks and pine shelter belts will be preserved within recreational and open spaces as depicted on Revised Map H-2000. A tree survey and/or on-site tree marking which distinguishes the trees to remain and those to be removed will be submitted with each preliminary plan. Each such survey or making plan will overlap the adjoining parcel. Such survey or marking plan will show the limits of the predevelopment and postdevelopment tree canopy. It is the intent of the applicant and the County to maintain a significant amount of the existing tree canopy and specimen-sized trees on-site.

21. Approximately 21 acres of upland islands adjacent to freshwater marsh as depicted on Revised Map H-2000 will be reserved for wildlife habitat. These areas will be isolated from development parcels by marshland and/or golf course fairways.

22. Oak hammocks and isolated oak clusters will be retained where they occur in passive open-space areas.

Historical and Archeological Site

23. Of the 13 prehistoric, archeological sites located during the field survey, the Egg Hole Site (SPA202), is considered potentially eligible for inclusion on the National Register of Historic Places. A limited test excavation is planned prior to development of the Egg Hole Site to determine the significance of this site.

Public Facilities

Wastewater Management

24. The proposed Wesley Center Subregional Reuse Facility will be constructed by others which will allow for the use of treated effluent for irrigation to the extent available.

25. The applicant agrees to pay the County such reasonable fees for wastewater treatment service as from time to time are established, by ordinance, by the Board per the Water and Wastewater Treatment Service Agreement as amended.

26. The golf course will use spray effluent irrigation, to the extent made available by the County, which will assist efforts to conserve potable water.

27. A graywater irrigation system will be constructed on-site for the use of treated effluent for irrigation proposed to the extent such effluent is available from the "Wesley Wastewater Treatment."

Drainage

28. All stormwater from developed areas will be treated in accordance with the provisions of FAC, Chapter 17-25, prior to discharge into the sinkhole or nearby marsh system. In addition, rainfall events up to the 25-year storm event will be attenuated but allowed to discharge into historic drainage basins, thus causing no "adverse" reduction in surface or groundwater contributions to the sinkhole as a result of this development, and no adverse alterations of stormwater discharge into it.

29. No design of an individual increment or parcel or portion of an increment or parcel shall be dependent upon the ultimate construction of future increments or parcels unless an interim design for drainage through a future increment or parcel is approved by the Pasco County Development Review Committee.

30. Prior to approval of the Master Drainage Plan, an ownership and maintenance program for preservation/ conservation areas, recreational areas, recreational vehicle storage areas, drainage areas, detention and retention ponds, common areas, and landscape buffer areas must receive Development Review Committee approval. It is anticipated that the ownership and maintenance responsibilities will be provided by restrictive covenants which run with the land.

31. The Master Drainage Plan will contain the necessary design features to regulate off-site discharge of run-off at a rate equivalent to the natural discharge presently existing on-site for a 25-year (24-hour duration) storm event.

32. Stormwater treatment facilities will be designed to intercept the first half-inch of rain for filtration or treatment in accordance with stormwater guidelines under FAC 17-25.

33. Adequate easements and rights-of-way will be dedicated to the County or the homeowners' association as applicable for operation and accessibility of the stormwater management system.

Water Supply

34. One three-acre community-service well site will be provided to the County in accordance with the Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village, and Route 347 dated February 10, 1987, as amended.

Solid Waste

35. No on-site solid waste disposal will be provided within the Cannon Ranch development.

Energy

36. All energy saving techniques pertaining to specific building design and use of energy efficient building materials will be encouraged where feasible throughout the development of the community.

Recreation and Open Space

37. The developer shall donate 67 acres of useable, contiguous, upland acres of parkland to the County, in a location approved by the County, prior to the approval of the first record plat or where no plat is required, prior to the issuance of the first Building Permit, or the County can consider acceptance of the proposal outlined below.

a. Within 180 days after approval by the Board of the MPUD Conditions of Approval, the developer shall deliver to the County a Letter of Credit (which for purposes hereof may be other financial instruments acceptable to the County, or may be cash) in the amount of $50.00 per unit for developments of 1,000 units; $100.00 per unit for developments of over 1,000 units; with a maximum payment of $250,000.00 (the "Security Payment") to serve as security for the developer's obligation to contribute that amount on account of the County's acquisition of a public park site (which may be as assemblage of more than one site) (the "Site"). Immediately after the approval, the developer shall proceed in an effort to identify a Site which is acceptable to the Pasco County Parks and Recreation Department. The Site shall be comprised of not less than 100 acres and shall be located within a radius of five miles of the proposed intersection of

Overpass Road Extension and Curley Road (S.R. 577). The developer shall identify a Site within six months after the approval date, notice thereof shall be given to the County and the County shall accept or reject the Site within 30 days of the notice. If the County accepts the Site, or if the County identifies a Site, or accepts a Site identified by another developer, the Letter of Credit shall be paid upon the County's verification that it has committed to acquire such a specified Site, and that the funds represented by the Letter of Credit are required to be paid on account of the closing of the purchase of the Site, which is scheduled to occur within 30 days thereafter.

b. The developer shall continue to make payment (including payment through credits) of the park improvement and maintenance fees and the parks and/or recreation impact fees specified in Paragraph C throughout the course of the development of the project. The developer shall be entitled to credit against the park improvement and maintenance fees, or parks and/or recreation impact fees, for the amount of the Security Payment at the rate of $150.00 per unit beginning upon the earlier of the date on which the Letter of Credit is paid or the date on which the developer pays the County the amount of the Security Payment in cash, in consideration for return of its Letter of Credit.

c. The developer shall be subject to the parks and/or recreation impact fee, as amended, for each unit reflected on the plat. In all events, park fees provided herein shall apply to all single-family and multifamily/condo/townhouse units. Units which are deed restricted to owners at least 55 years of age, or which otherwise qualifies for a deed restricted community for purposes of the Federal Fair Housing Law, shall also pay public park improvement fees.

d. If the proposal outlined above cannot be achieved, the County will require the developer to donate 67 acres of useable, contiguous, upland acres of parkland to Pasco County, in a location approved by the County, and pay the parks and/or recreation impact fee, as amended.

Transportation

38. Vehicular access rights shall be dedicated to the County along all major roads as shown on the Revised Master Development Plan (Revised Map H-2000), within or adjoining the project (including S.R. 52, C.R. 577, and Tyndall Road) provided, however, that access rights relating to the Village District, shall be reserved consistent with the Community Development Standards.

39. Residential driveway connections and on-street parking will be prohibited on all major roads as shown on the Revised Master Development Plan (Revised Map H-2000) within the project provided, however, that driveway connections and on-street parking relating to the Village District shall be reserved consistent with the Community Development Standards.

40. If the initial access point to the project is on S.R. 52, then no preliminary plan/preliminary site plan shall be approved which would result in more than 851 outbound or 910 inbound p.m. peak-hour trips until a second access point to C.R. 577 (Curley Road) is constructed. If the original access point is to Curley Road, then no preliminary plan/preliminary site plan shall be approved which would result in more than 586 outbound or 589 inbound p.m. peak-hour trips until a second access point to S.R. 52 is constructed. In no case shall there be any approvals of record plat, or issuance of final site plan approval where no plat is required, beyond the 2,000th dwelling unit until the internal road network connects S.R. 52 to C.R. 577.

41. The applicant has agreed to make provisions, as indicated on Revised Map H-2000, for access to and from North Road, through the Village District, to the off-site, C-2 General Commercial zoned, 40-acre parcel (the former commercial shopping center site) to encourage unified access for adjacent parcels to S.R. 52.

42. Sufficient right-of-way will be dedicated so that the typical roadway cross section structural design for major internal roadways, S.R. 52, C.R. 577, and Tucker Road will meet the requirements of § 336.045, Florida Statutes provided, however, that right-of-way widths relating to the Village District shall be in accordance with the Community Development Standards, notwithstanding the foregoing; right-of-way for C.R. 577 shall be no more than 85 feet from centerline; right-of-way for S.R. 52 shall be no more than 105 feet from centerline; and right-of-way for Tucker Road shall be no more than 35 feet from centerline. Reductions of right-of-way may occur; however, if approved by the County, where the road stormwater and storage is within an adjacent increment of development pod or parcel. At intersections of major roads, if more right-of-way is needed to accommodate the roadway, additional right-of-way will be provided.

43. A connection from West Road to the project's west boundary, as indicated on Revised Map H-2000, will be extended through Parcel No. 3 no later than the completion of development of Parcel No. 3.

44. The applicant will pave Tucker Road to a two-lane minor collector road in accordance with standards of the County now in effect, from the major internal roadway connecting to Tucker Road to C.R. 577 in conjunction with the connection of the major internal road to Tucker Road (S.R. No. 1, 12-28).

45. A portion of the property at the southeast corner of Parcel No. 17 will be provided to the County as additional right-of-way for the realignment of C.R. 577 as provided in Condition No. 3.c of the Cannon Ranch MPUD Conditions of Approval, as amended.

Other

46. The developer shall provide two elementary school sites mutually agreeable to the developer and the District School Board of Pasco County. Within 120 days of a request from the County for a school site, the developer shall transfer to the County a mutually acceptable 15-acre usable, upland elementary school site either within or in close proximity to the project. The County agrees not to make such request for a site until the District School Board of Pasco County demonstrates that the area warrants the school(s) and funding is appropriated to construct one or both of the schools. If the County makes such a request, then the donation of the school sites shall act as a credit toward any school impact fees at a rate which is applicable to residential land value. The developer shall be reimbursed for impact fees theretofore paid to the extent the land would amount to a duplicate payment. The County agrees that the developer may provide a nonbinding opinion as to whether the architectural and site plans are compatible with the project. If upon development of 80 percent of the project's residential acreage, the area fails to warrant one or both of the elementary schools, or funding is not yet appropriated, then such sites shall remain the property of the developer and shall assume the designation of residential, provided the authorized number of residential units shall in no event be increased as a result of any such designation. The developer shall also comply with the adopted School Impact Fee Ordinance as may be amended from time to time.

47. The developer agrees to donate to the County a mutually acceptable site of up to five acres in size within the Village District, Business District, or other approved location for a library facility. The developer may have up to 120 days to donate such land from the time of formal written request from the County; provided, however, that the County shall agree not to make such request for said site until funding is appropriated to construct the library facility. If the County makes such a request, then the donation of the library site shall act as credit toward any library impact fees which may be established through ordinance/ resolution by the Board at a rate which is applicable to residential land value as calculated using a residential land value of no later than March 20, 2004. The developer shall be reimbursed for impact fees theretofore paid to the extent the land donation would amount to a duplicate payment. The developer shall have the right to architectural and site plan review in order to ensure both the structure and site are compatible with the project's Village District. However, if after platting and/or final site plan approval of 50 percent of the 6,700 residential units allowed for the project, the County has not appropriated the funds for construction and formally requested the donation of the library site, then the developer shall no longer be required to make such donation. The library site area may, with County approval, be reduced if the developer can demonstrate to the County that shared parking is available at or near the library site and/or the developer provides for the treatment and attenuation of stormwater from the library site within the project's master stormwater system.

EXHIBIT F

Proportionate Share Computation

Exhibit F
DRI No. 163 Recommended Off-Site Transportation System Improvements and 2000 Cost Estimates

Location	Recommended Improvement	Length		Cost				
				Construction	Engineering	Right-of-Way	Signal	Total
McKendree Rd./ S.R. 52	Signal	0	Feet	$ 0	$ 0	$ 36,000	$150,000	$186,000
Curley Rd./ S.R. 52	Signal	0	Feet	0	0	2,000	150,000	152,000
	NB Right Turn Lane	350	Feet	43,686	13,543	31,500	0	88,729
Pompanic Rd/ S.R. 52	Three-Way Stop Control	0	Feet	0	0	0	0	0
	WB Left Turn	530	Feet	66,153	20,507	31,800	0	118,460
Happy Hill Rd./S.R. 52	EB Right Turn Lane	550	Feet	68,649	21,281	33,000	0	122,930
	WB Left Turn Lane	960	Feet	119,824	37,145	57,600	0	214,569
	NB Left Turn Lane	830	Feet	103,598	32,115	45,800	0	181,513
Prospect Rd./ Clinton Ave.	SB Left Turn Lane	530	Feet	66,153	20,507	31,800	0	118,460
	WB Right Turn Lane	425	Feet	53,047	16,445	25,500	0	94,992
Old Pasco Rd./ S.R. 54	SB Right Turn Lane	450	Feet	56,168	17,412	90,000	0	163,580
I-75, I-275 to S.R. 56	Widen to Ten Lanes	1.67	Miles	7,032,899	2,180,199	4,230,000	0	13,443,098
I-75, S.R. 56 to S.R. 54	Widen to Eight Lanes	3.48	Miles	14,401,597	4,464,495	4,160,000	0	23,026,092
I-75, S.R. 54 to S.R. 52	Widen to Six Lanes	6.64	Miles	15,033,267	4,660,313	9,450,000	0	29,143,580
							TOTAL	$67,054,003

	1999	2000
Highway Construction Cost per Lane-Mile:	$636,200	$659,035
Freeway Widening, 4 lanes to 8 lanes:	4,065,400	4,211,317
Freeway Widening, 6 lanes to 10 lanes:	3,995,000	4,138,390
Freeway Widening, 4 lanes to 6 lanes:	2,185,600	2,264,046
Unit Cost of Signal Installation:	150,000	150,000

Engineering Cost: 31% of Construction Cost
Right-of-Way Cost: $8 per square foot

Per 1999 Transportation Costs (FDOT Office of Policy Planning, Policy Analysis, and Program Evaluation, July 2000), or estimated therefrom as noted below:

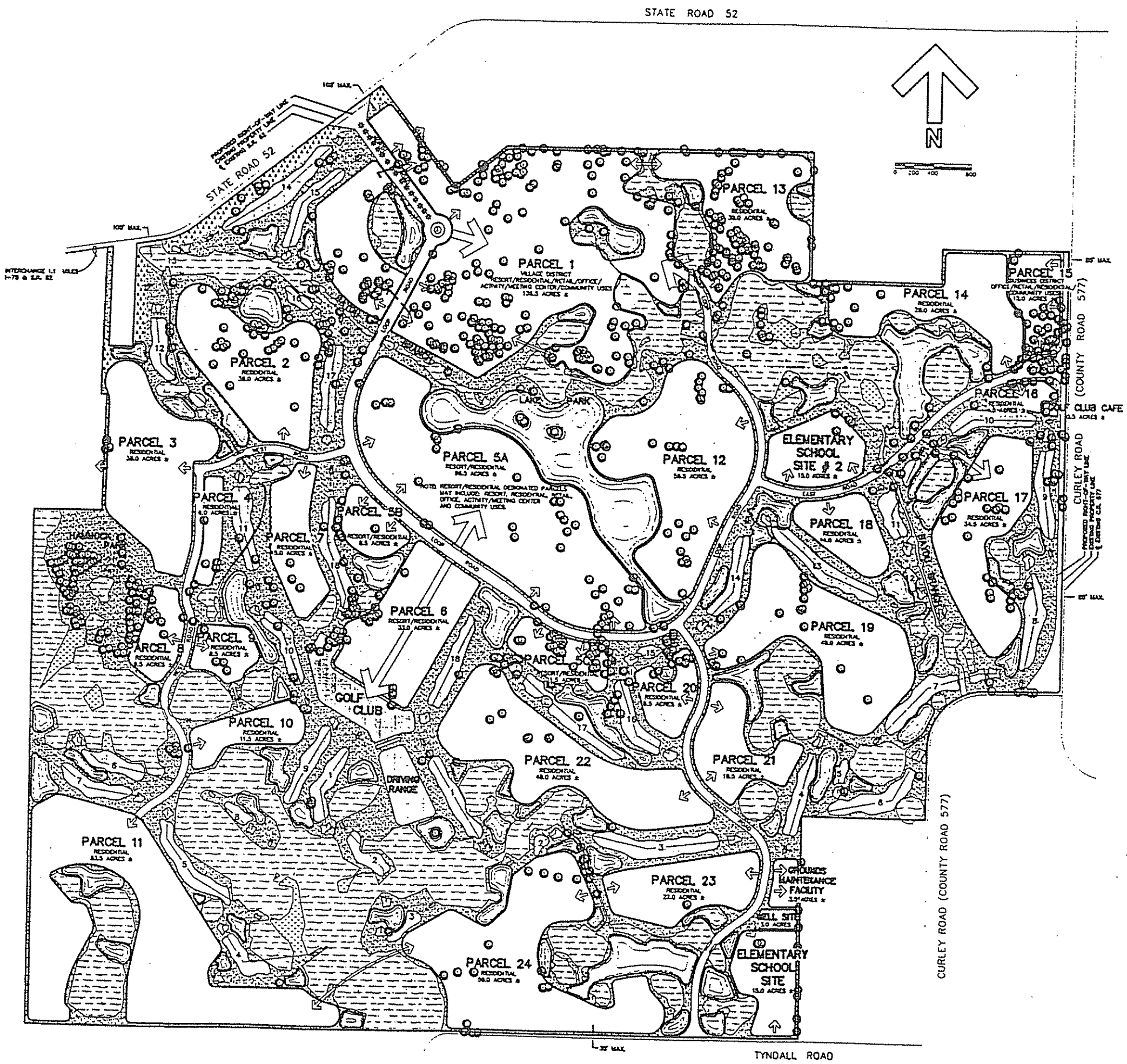
Add 4 Lanes to Existing 6 (estimated):	$4,065,400
Add 4 Lanes to Existing 4 (estimated):	$3,995,000
Add 2 Lanes to Existing 6 (Interstate – Inside) with Ten Foot Paved Shoulders:	$2,256,000
Add 2 Lanes to Existing 4 (Interstate – Inside) with Ten Foot Paved Shoulders:	$2,185,600

New Construction:

Zero to Eight	$3,663,400
Zero to Six	3,231,800
Zero to Four	2,613,800

Exhibit F
DRI No. 163 Recommended Off-Site Transportation Proportionate Share Computation
(in accordance with Rule 9J-2.045(2)(h), FAC)

Location	Recommended Improvement	Total	Existing Capacity	Improved Capacity	DRI Traffic	DRI Traffic as Percent of Added Capacity	Total
McKendree Rd./ S.R. 52	Signal	$186,000	N/A	N/A	N/A	100%	$186,000
Curley Rd./ S.R. 52	Signal	152,000	N/A	N/A	N/A	100%	152,000
	NB Right Turn Lane	88,729					88,729
Pompanic Rd./ S.R. 52	Three-Way Stop Control	0	663	1,269	616	100%	0
	WB Left Turn Lane	118,460					118,460
Happy Hill Rd./ S.R. 52	EB Right Turn Lane	122,930	2,501	5,514	706	23%	28,274
	WB Left Turn Lane	214,930					49,351
	NB Left Turn Lane	181,513					41,748
Prospect Rd./ Clinton Ave.	SB Left Turn Lane	118,460	329	896	290	51%	60,415
	WB Right Turn Lane	94,992					48,446
Old Pasco Rd./ S.R. 54	SB Right Turn Lane	163,580	3,345	4,288	77	8%	13,086
I-75, (-275 to S.R. 56	Widen to Ten Lanes	13,443,098	3,970	6,780	216	8%	1,033,348
I-75, S.R. 56 to S.R. 54	Widen to Eight Lanes	23,026,092	2,580	5,300	269	10%	2,277,213
I-75, S.R. 54 to S.R. 52	Widen to Six Lanes	29,143,580	2,580	3,970	289	21%	6,059,349
TOTAL		$67,054,003					$10,156,419



REVISED MAP H-2000

SITE DATA

TOTAL PROJECT AREA (ACRES)	1,965
MPUD AREA (ACRES)	1,965
SINGLE-FAMILY (DU)	2350
MULTI-FAMILY CONDO/TOWNHOUSE (DU)	250
MULTI-FAMILY/RESORT STYLE (DU)	1500
RETIREMENT HOUSING UNITS	2600
COMMERCIAL/RETAIL (000, KSF)[1]	183
OFFICE (000, KSF)[1]	52
MPUD DENSITY (UNITS/ACRE)	3.4

[1] THE PREDOMINANCE OF THE COMMERCIAL/RETAIL USE WILL OCCUR IN THE VILLAGE DISTRICT AND THE PREDOMINANCE OF THE OFFICE USE WILL OCCUR IN THE BUSINESS DISTRICT.

NOTE: THE MIX OF APPROVED LAND USES SHALL BE PURSUANT TO TABLE 1, FOOTNOTE 1 OF THE DEVELOPMENT ORDER.

OPEN SPACE

	AREA (ACRES)	PERCENTAGE OF TOTAL SITE
TOTAL OPEN SPACE	913	46.5%
PROPOSED LAKES/PONDS	161	8.2%
FRESHWATER MARSH/PONDS	306	15.6%
ISLAND HABITAT	21	1.1%
GOLF COURSE & CLUBHOUSE FACILITIES (a)	295	15.0%
LAKE PARK	24	1.2%
HAMMOCK PARK	27	1.4%
BUFFERS	48	2.4%
GREENBELTS & INTERNAL OPEN SPACE	31	1.6%

(a) IF ADDITIONAL ACREAGE IS REQUIRED IN ORDER TO EXPAND THE GOLF COURSE AREA TO ACCOMMODATE UP TO 45 HOLES, SUCH ADDITIONAL AREA SHALL NOT REDUCE THE OVERALL OPEN SPACE AREA/PERCENTAGE OF THE TOTAL SITE.

LEGEND

FRESHWATER MARSH

PROPOSED LAKES

MAJOR INTERNAL ROADWAYS

PARCEL ACCESS

ISLAND HABITAT

OAK HAMMOCK

SHELTERBELT

DRI #163

A Master Planned Community in Pasco County, Florida

REVISED MASTER DEVELOPMENT PLAN

Prepared For:

THOMPSON STATION ENTERPRISES, LLC
C/O
CORPORATE ANALYTICS, LLC
4701 Teller Avenue • Suite B • Newport Beach, CA 92660
Phone: (877) 752-4807 • Fax: (949) 752-4810

Prepared By:

Florida Technical Services, Inc.
and
Ekistics Design Studio
322 West Bearss Avenue • Tampa, Florida 33613
Phone: (813) 963-0389 • Fax: (813) 963-0635

Date Prepared : JANUARY 31, 2001

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ORD IN MY OFFICE. WITNESS MY HAND TH... TY'S OFFICIAL SEAL THIS 5/02/2001
JED PITTMAN, CLERK TO THE BOARD
BY: Linda Schneider D...

SB ✓
SC —

PASCO COUNTY, FLORIDA

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

PLANNING AND ZONING DEPT.
PASCO COUNTY GOVT. COMPLEX
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654

June 27, 1990

Ms. Julia Green, Director
Tampa Bay Regional Planning Council
9455 Koger Boulevard, Suite 219
St. Petersburg, FL 33702

Dear Ms. Green:

Please find enclosed a certified copy of Resolution No. 90-169 amending the Development Order for the Cannon Ranch Development of Regional Impact, along with the requisite Notice of Adoption.

Sincerely,

Dean R. Neal

Dean R. Neal
Senior Planner

DRN/g062607:wp

Enclosures

mailed 6/28/90
received 6/29/90

BY COMMISSIONER _____ RESOLUTION NO. 90-169

CANNON RANCH DEVELOPMENT ORDER AMENDMENT
DEVELOPMENT OF REGIONAL IMPACT
SUBSTANTIAL DEVIATION DETERMINATION

RESOLUTION AMENDING RESOLUTION NO. 89-145, REVISING THE CONDITIONS OF DEVELOPMENT APPROVAL FOR THE CANNON RANCH CANNON RANCH DEVELOPMENT OF REGIONAL IMPACT AND DETERMINING THAT THE PROPOSED CHANGE DOES NOT CONSTITUTE A SUBSTANTIAL DEVIATION TO THE APPROVED DEVELOPMENT ORDER.

WHEREAS, on April 18, 1989, the Board of County Commissioners of Pasco County adopted by Resolution No. 89-145, a Development of Regional Impact Development Order approving, with conditions, the Cannon Ranch Development of Regional Impact.

WHEREAS, on April 12, 1990, Route 347 Realty Corporation filed a Notification Requesting a Change to an Approved Development Order, pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Pasco County makes the following findings of fact:

1. Resolution No.89-145 allowed development of 5,956 residential units and commercial/professional development totaling 565,000 square feet of floor area, plus a golf course and park.

2. Route 347 Realty Corporation has filed a Notification of Proposed Change to a Previously Approved Development of Regional Impact Development Order on Florida Department of Community Affairs Form No. BRM-08-86.

3. The developer has submitted the Request for Approval of a Proposed Change simultaneously to Pasco County Planning and Zoning Department, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs.

4. The proposed change would extend the dates of all time frames applicable to transportation improvements by a period of ten (10) months beyond the dates imposed by the Development of Regional Impact Development Order due to delays in the review and approval processes with affected regulatory and governmental bodies, departments, and agencies. In addition, the developer proposes to amend the timing of donation and conveyance by fee-simple title to school sites in order to accommodate the County's request for additional time for reconfiguration and redesign of these sites.

5. The Pasco County Board of County Commissioners is the local governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes.

t060504:atty

6. The Board of County Commissioners of Pasco County has given fifteen (15) days notice and held a public hearing on June 12, 1990.

7. Neither the Tampa Bay Regional Planning Council nor the Florida Department of Community Affairs has exercised their right to participate at the public hearing.

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

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

10. The Board of County Commissioners has received and considered the recommendations of the Pasco County Planning and Zoning Department and the Development Review Committee.

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

1. The above-referenced proposed change to the Cannon Ranch Development of Regional Impact is not a substantial deviation and, therefore, does not require further Development of Regional Impact review pursuant to Chapter 380.06(19), Florida Statutes, as amended.

2. The proposed change to the Cannon Ranch Development of Regional Impact is approved and Resolution No. 89-145 hereby amended incorporating the following changes.

3. The Cannon Ranch Development of Regional Impact Development Order Condition D.13.(c) is amended to read as follows: Upon final approval of the development order, the developer will, within ninety (90) days, initiate preliminary planning for the roadway links identified in D.13.(b) above. The developer shall obtain approval of the preliminary engineering plans from the agency or local government having operational or maintenance control. All design and permitting shall be completed by October 31, 1991. Construction shall start by October 31, 1992, and shall be substantially completed by October 31, 1993. This schedule may be extended as a nonsubstantial deviation to this Development Order only upon a finding by Pasco County, with comment by the Tampa Bay Regional Planning Council and the Department of Community Affairs, that delays are caused by circumstances beyond the developer's control.

4. The Cannon Ranch Development of Regional Impact Development Order Condition D.14.(a) is amended to read as follows: The developer shall donate and convey by fee-simple title two (2) school sites in Pasco County. Each site shall be fifteen (15) acres of upland, usable land. Said conveyance shall occur within 120 days from the date of the school district's request. Within forty-five (45) days of approval of this

Development Order Amendment, the developer shall submit for DRC approval a revised master plan, indicating the sites for the two schools.

DONE AND RESOLVED THIS 12th DAY OF June, 1990.

(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK
By: Rebecca S. Hawk

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

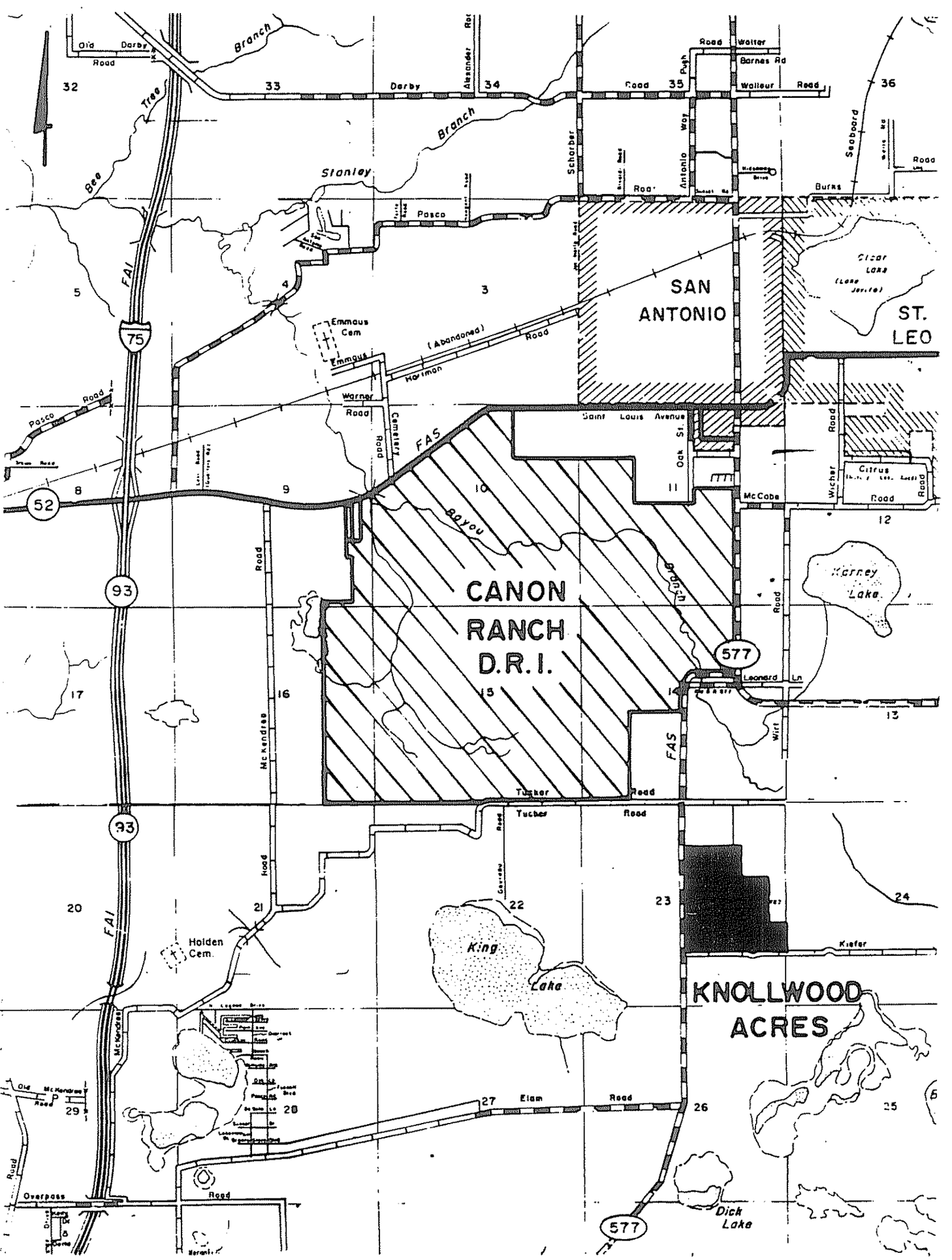
BY: Curtis L. Law
CURTIS L. LAW, CHAIRMAN

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 RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 22nd of June, 1990
JED PITTMAN, CLERK TO THE BOARD
BY: Rebecca S. Hawk D.C.

t:060504:atty


SAN ANTONIO
ST. LEO
CANON RANCH D.R.I.
KNOLLWOOD ACRES
Old Darby Road
Darby
Walter Road
Barnes Rd
Walleur Road
Seaboard
Burks
Stanley Branch
Bee Tree Branch
Pasco
Pasco Road
Emmaus Cem
Emmaus
(Abandoned) Road
Hartman
Warner Road
Cemetery Road
Saint Louis Avenue
Oak St.
McCabe
Wicher Road
Citrus Road
Bayou
Karney Lake
Leonard Ln
Tucker Road
McKendree Road
Holden Cem.
King Lake
Kiefer
Elam Road
Overpass
Dick Lake
FAI
FAS
75
52
93
577

Chg 115-002
5-1-6
BCC

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

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 90-169 dated June 12, 1990, has adopted an amendment to the Development Order for a Development of Regional Impact known as Cannon Ranch (Resolution No. 89-145). 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.

Curtis L. Law
CURTIS L. LAW, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 12th day of June, 1990.

Rebecca S. Wolfe
Notary Public Deputy Clerk
State of Florida at Large
My Commission Expires:

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

Attorney

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County
J. Grubel

JUN 19 4 04 PM '90

t061401:pl

O.R. 1920 PG 0093

BY COMMISSIONER Wells RESOLUTION NO. 89-145

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

WHEREAS, the Route 347 Realty Corporation, has filed with the Pasco County Planning and Zoning staff an Application for Development Approval and associated Sufficiency Responses, the sum total of which shall be referred to as the "Application"; and,

WHEREAS, the Application has been received in accordance with Chapter 380.06, Florida Statutes, as amended; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 18th day of April 1989, that:

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

CANNON RANCH DEVELOPMENT ORDER

A. General Findings of Fact

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

1. The Route 347 Realty Corporation hereinafter referred to as the "Applicant" or "Developer", has filed in accordance with Chapter 380.06, Florida Statutes, as amended, an Application for the Cannon Ranch Development of Regional Impact (DRI #163).
2. The Pasco County Board of County Commissioners is the local government governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes, as amended.
3. The Board of County Commissioners is in receipt of a sufficiency notification from the Tampa Bay Regional Planning Council dated August 5, 1988.
4. Both the Pasco County Planning Commission and the Board of County Commissioners have scheduled and held public hearings on the above-referenced Application on February 15, 1989, and April 18, 1989, respectively.

5. Notice of these hearings has been published in a newspaper of general circulation at least 60 days prior to the date set for the Board hearing.

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

7. 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.

8. The Board of County Commissioners has received and considered the Tampa Bay Regional Planning Council report on the above-referenced Application.

9. 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 and the Development Review Committee.

10. The real property encompassed by this proposed Development of Regional Impact is owned by the Applicant and a description of said real property is attached hereto as Exhibit "A" and made a part hereof by reference.

11. 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", the Application for Development Approval, Sufficiency Responses, and associated correspondence; and in attached Exhibit "C", the specific Findings of Fact contained on Pages 4-19 and 35-67 of the Tampa Bay Regional Planning Council Final DRI Report. Both Exhibits are incorporated into this Development Order by reference herein.

12. The proposed Pasco County Future Land Use Map designation for the area subject to the Application is Mixed Use (MU), Retail-Office-Residential (ROR), and Residential-6 (RES-6). The land uses proposed in the Application are consistent with the policies of the adopted Pasco County Comprehensive Plan.

13. Zoning on the property which is subject to the Application is Master Planned Unit Development (MPUD) and General Commercial (C-2).

B. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

1. The Cannon Ranch Development of Regional Impact will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed by the Application.

2. The development is consistent with local land development regulations.

3. The development is consistent with the report and recommendations of the Tampa Bay Regional Planning Council.

4. The development is not in an Area of Critical State Concern.

C. Approvals

1. Specific approval with conditions is granted for Phase I of Cannon Ranch. Conceptual approval is granted for Phases II, III, and IV subject to a new traffic analysis as referenced in Specific Condition D.13.n.

2. All development of the property subject to this Development Order shall substantially conform to the Application, unless otherwise modified by the provisions of this Development Order. Additional adverse impacts beyond those which were predicted in the Application shall not ensue unless, prior to issuance of construction permits, mitigation is being implemented or is programmed pursuant to Pasco County, Florida Department of Community Affairs, and Tampa Bay Regional Planning Council policies and regulations.

3. Development of the area encompassed by the Application shall also be governed by the standards and procedural provisions of the adopted Pasco County Comprehensive Plan in effect when specific approval is granted for a particular phase and land development regulations of Pasco County current at the time of preliminary/site plan submittals.

   a. All conditions of the Master Planned Unit Development zoning (Pasco County #3664) approved August 18, 1987, shall remain in effect and are appended to this Development Order as Exhibit "D", except for Development Order Condition D.14.a., which shall prevail unless waived by the Pasco County Board of County Commissioners.

   b. The requirements of and conditions imposed by this Development Order shall constitute regulations or restrictions which govern 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 therein. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.

4. If the Board of County Commissioners determines that any development on an individual tract or increment is not in substantial compliance with the Development Order, or any other provisions thereto are not complied with, all development on that increment or tract shall cease until the increment or tract in question can be developed or the other provisions in question addressed in compliance with the Development Order.

5. All of the Developer's commitments (attached as Exhibit "E") and set forth in the Tampa Bay Regional Planning Council's Final DRI Report shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this Development Order.

6. Excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Developer's risk and shall not vest latter phase development rights.

7. A revised Master Development Plan that incorporates the changes required pursuant to this Development Order shall be submitted to the Planning Department for review and to the Development Review Committee for a determination of compliance with this Development Order within 45 days of approval of this Development Order, prior to the first preliminary/site plan submittal, unless extended by the Development Review Committee or the Board of County Commissioners.

D. Specific Conditions

1. Phasing Schedule

a. Development of Cannon Ranch shall proceed in accordance with the following proposed phasing schedule:

TABLE 1

CANNON RANCH

PROJECT PHASING SCHEDULE[1]

	Development Phase				
	Phase I (1994)	Phase II (1999)	Phase III (2004)	Phase IV (2009)	Total
Land Use	Project Size	Project Size	Project Size	Project Size	Project Size
Single-family (du)*	824	782	1,015	---	2,621
Multifamily (du)	210	485	403	---	1,098
Golf Course Villas (du)	110	343	636	---	1,089
Garden Villas (du)	---	---	---	1,148	1,148
Convenience/Shop (ksf)**	5	5	---	5	15
Community Shopping Center (ksf)	350	---	---	---	350
Neighborhood Shopping Center (ksf)	---	150	---	50	200
Golf Course (holes)	18	---	9	---	27
Park (number)	2	1	1	1	5

* du = dwelling unit
** ksf = 1,000 square feet

[1]The phasing of the project will be by square footage/dwelling units of development determined by market conditions. That is, the mix of multifamily, single-family residential units and commercial square footage may vary within the geographic boundaries of a given phase as shown on revised Map No. 1 of the Sufficiency Response, but the total development within the boundaries of said phase shall not exceed the total daily or peak hour directional trips approved for that phase, as calculated using currently accepted Institute of Traffic Engineers trip end rates for the respective land uses contained therein.

2. Land Use

a. Prior to approval of the first preliminary/site plan, the Developer shall submit a recent (within six months of approval of this Development Order) boundary survey of the project to the Pasco County Surveyor which has been certified by a Florida Registered Land Surveyor and is referenced to a minimum of three monuments to be provided by the Developer that are tied to state plane coordinates by Global Positioning System methods and approved by the Pasco County Surveyor. The coordinates of the monuments shall be shown on said survey. Moreover, the monuments shall:

(1) Comply with the National Geologic Survey Data Base Standards, Chapter 21 HH-6 of the Florida Administrative Code and approved by the Pasco County Surveyor;

(2) Be unobstructed and accessible on a 24-hour basis and located on public property, unless otherwise approved by the County Surveyor; and

(3) Be conveyed by the Developer to Pasco County at the time of final plat approvals.

3. Water Quality and Drainage

a. All drainage system components shall comply with Chapters 17-25, 40D-4, and 40D-40, Florida Administrative Code, as well as any other applicable local, state and federal rules and regulations.

b. The Developer shall, at minimum, institute and implement ground and surface water monitoring to assure that there is no degradation of water quality caused by development of the project. The program shall be initiated upon the effective date of this Development Order and shall continue through project buildout. The Southwest Florida Water Management District and other appropriate agencies, pursuant to applicable law, will approve the parameters proposed to be tested, sampling locations, methodologies, and frequencies, and shall review the monitoring results. All analytical methods and procedures used shall comply with the United States Environmental Protection Agency/Florida Department of Environmental Regulation Quality Control Standards and Requirements. The water quality monitoring program shall be expanded concurrent with development of the project. Documentation that all required monitoring plans and mitigative measures have been im-

plemented shall be provided to Pasco County as part of each annual report. Should the monitoring indicate that applicable State water quality standards are not being met, the violation shall be reported to Pasco County immediately and, if caused by on-site activities, such on-site activity shall cease until the violation is corrected.

c. Stormwater discharge from impervious surfaces into the sinkhole pond located along the western boundary of the project must be in compliance with the requirements of Chapter 17-25, Florida Administrative Code.

d. The Developer shall implement best management practices for reducing water quality impacts as recommended by currently adopted regulations of Pasco County and the Southwest Florida Water Management District.

4. Wetlands

a. The wetlands (conservation/preservation areas) shall be as defined by Policies 10.1.2 and 10.3.1 of the Tampa Bay Regional Planning Council's Future of the Region. Allowable activities therein will be regulated, and the area delineated by the Florida Department of Environmental Regulation and the Southwest Florida Water Management District permitting criteria except for exempted wetlands. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary/site plan. The area contained therein shall be platted, or where no platting is required, designated as preservation or conservation areas, whichever is appropriate.

b. Lot lines shall not extend into wetland areas under the jurisdiction of the Florida Department of Environmental Regulation and Southwest Florida Water Management District. A minimum five-foot buffer shall be maintained around these areas, except wetlands altered in accordance with applicable dredge and fill permitting, both existing and proposed. Ownership and maintenance shall be provided by the mandatory homeowners'/property owners' association.

c. All modifications to on-site wetlands shall be carried out so as to maintain natural hydroperiods and flows pursuant to applicable local, State, and Federal regulations, and as permitted by applicable regulatory agencies including any special conditions that may be attached to such permits. Documentation that the modifications meet regulatory and permitting criteria shall be reported as part of each annual

report. Any variation from these requirements, mandated through the permitting process, shall be documented in the next annual report following issuance of the permit.

d. Use of on-site wetlands for stormwater treatment and disposal of treated wastewater effluent shall be carried out only where permitted by applicable local, State, and Federal regulations.

e. Monitoring of wetlands and wetlands hydroperiods shall be performed by the Developer and a report thereof, including any significant adverse alterations to wetlands hydroperiods, shall be part of the annual report. If it is apparent to applicable regulatory agencies that adverse impacts to preservation/conservation areas due to project development activities are greater than predicted in the Application, Pasco County, and/or the applicable regulatory agency, shall notify the Developer and shall direct the development activity which is causing such adverse effects to cease until remedial measures have been taken to correct the hydroperiod imbalance. Documentation that required remedial measures have been implemented shall be provided in the annual report, if applicable. All mitigation areas and littoral shelves shall be monitored semiannually for a period of four years. Monitoring shall include species diversity and composition and efforts to control nuisance species encroachment. Additional planting shall be performed, as necessary, to maintain an 80 percent survival of planted species at the end of three years.

f. Wetlands encroachments shall be mitigated on a minimum 1:1 in kind basis elsewhere on-site. Mitigation for wetland losses shall be implemented prior to or concurrent with the wetlands being disturbed.

5. Flood Plains

a. The Developer shall designate appropriate project facilities as hurricane shelters/host facilities for residents of this project.

b. There shall be no net loss of hydrologic storage capacity within the 100-year flood plain as defined in surface water management permit applications for the project submitted to the Southwest Florida Water Management District.

c. Base floor elevations for all habitable structures shall be at or above the 100-year flood plain elevation. All preliminary plan submittals shall show 100-year flood elevations.

6. Soils

a. The Developer shall, at minimum, implement the soil conservation measures referenced on Page 14-5 of the Application for Development Approval.

7. Air Quality

a. Prior to approval of Phase 2, the Developer shall submit to Pasco County and the Florida Department of Environmental Regulation a list of any roadway improvements listed in Tables 2 and 3 of this Development Order which are not in place when needed, as specified in the Tables, thereby resulting in peak hour LOS E or F operation of the roadway or intersection. Any roadway or intersection so identified shall be modeled for air quality impacts and exceedances of the applicable National Ambient Air Quality Standards and the results of such modeling conveyed to Pasco County and the Florida Department of Environmental Regulation.

8. Natural Vegetation and Wildlife

a. Relocation and/or habitat (upland as well as wetland) preservation plans for all threatened and endangered species previously reported in the Application as being present on development tracts shall be implemented as approved by the Florida Game and Fresh Water Fish Commission and other applicable regulatory agencies pursuant to applicable law. Documentation of compliance shall be submitted as part of the annual report prior to issuance of any building permits for the affected tracts.

b. Prior to the first preliminary/site plan approval, the Developer shall conduct an appropriate follow-up survey for the presence of on-site nesting locations of sandhill cranes, southern kestrels, Sherman's fox squirrels, and wood stork roosts or rookeries. If this survey reveals the existence of such nesting sites and the impacts of the proposed development on these species cannot be satisfied by the habitat preservation/relocation plans referenced above, then the Developer shall take protection steps, and shall continue to monitor the status of those species on or near the site. The monitoring results, if required, shall be submitted as part of the annual report.

c. Should any species other than those mentioned above which are listed in Section 39-27.003-.005, Florida Administrative Code, be observed frequenting the site for nesting, feeding, or breeding prior to or during development, proper protection/mitigation measures shall be employed in cooperation with the Florida Game and Fresh Water Fish Commission.

9. Historical and Archaeological Sites

a. The discovery of any significant historical or archaeological sites shall be reported to the Florida Division of Historical Resources and to Pasco County; and the disposition of such sites shall be determined in cooperation with the Division of Historical Resources and Pasco County.

b. The Developer shall comply with the recommendations of Exhibits 19.1-1 and 19.1-2 of the Sufficiency Response. Archaeological Site 8Pa202 (the Egg Hole site) shall be excavated and surveyed by a professionally capable entity prior to ground clearing or ground disturbing activities within the affected area until the significance of the site has been determined and written authorization to proceed with such activities has been received from the Florida Department of State and Pasco County. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the annual report.

10. Utilities: Water Supply, Wastewater Treatment, and Electric Power Services

a. Water and wastewater treatment shall be provided pursuant to the "Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village and Route 347", dated February 10, 1987, as it may be amended from time to time. A Master Utility Plan for the entire development must be submitted to the Pasco County Utilities Department for review and to the Development Review Committee for approval prior to approval of the first preliminary/site plan. This Utility Plan shall minimally show the following:

(1) Trunk sewer lines and lift stations.

(2) Main potable water lines and nonpotable water lines.

(3) Any overhead electric lines.

(4) Method of lighting all major roads.

(5) Sewage treatment facility location.

(6) Discuss the proposed method of treatment and the possibility of a nonpotable water system for irrigation.

b. The Developer shall donate the two well sites shown on the approved Master Development Plan to Pasco County when requested by the County. Such donations shall be completed within 120 days of receipt of said request.

c. Water-saving devices shall be required in the project as mandated by applicable regulations or Florida statutes.

d. Native vegetation shall be used in landscaping wherever feasible. Irrigation shall be from reuse of treated effluent, as set forth in the Agreement referenced in Condition D.10.a. above, where available and as permitted by appropriate regulatory agencies. Responsibility for installation of a dual water supply system shall be in accordance with the appropriate Utility Service Agreement.

11. Solid/Hazardous Waste

a. The collection, transportation, and disposal of solid waste is controlled by county ordinance(s), and shall take place in accordance with the terms of said ordinance(s).

12. Energy

a. The Developer shall implement the energy conservation measures referenced on Pages 25-6 to 25-8 of the Application for Development Approval; however, the Developer shall not be required to build the percentage of attached housing or cluster buildings referenced in the pages identified.

b. Where economically feasible, all Cannon Ranch residents and businesses shall use energy alternatives such as solar energy, resource recovery, waste heat recovery, and cogeneration.

c. Energy conservation programs shall be encouraged by the Developer to promote energy conservation and recycling by residents, employees, buyers, suppliers, and the public. A report on the implementation of and participation in energy conservation programs shall be included in each annual report.

13. Transportation

a. Regional roadway link and intersection improvements required to mitigate the negative impact on transportation facilities of Cannon Ranch are listed in Tables 2 and 3 "Mitigation Improvements" of this

Development Order, along with the entities responsible for said improvements, dates when mitigation is required, costs thereof, and the cost of necessary additional rights-of-way.

b. The Developer, to accomplish mitigation of its Phase I impacts, shall design, acquire necessary right-of-way, and construct improvements to S.R. 52 at I-75. The scope of the improvements shall include the four-laning of S.R. 52 together with turn lanes and signalization as approved by the Florida Department of Transportation as shown on the sketch attached as Exhibit F. The scope of construction may be expanded beyond these given limits if additional funding from other sources is made available. Pursuant to a previously approved Development Order, McKendree Ranch may construct a portion of the improvements shown on Exhibit "F" with a fair share contribution of $370,173.00. If such improvements are undertaken by McKendree, the Developer shall not be required to do that portion of the above-described improvements and the easterly extent of the Developer's mitigation project shall be accordingly expanded.

c. Upon final approval of the Development Order, the Developer, will, within 90 days initiate preliminary planning for the roadway links identified in D.13.b. above. The Developer shall obtain approval of the preliminary engineering plans from the agency or local government having operational and maintenance control. All designs and permitting shall be completed by December 31, 1990. Construction shall start by December 31, 1991, and shall be substantially completed by December 31, 1992. This schedule may be extended as a nonsubstantial deviation to this Development Order only upon a finding by Pasco County, with comment by the Tampa Bay Regional Planning Council and the Florida Department of Transportation that delays are caused by circumstances beyond the Developer's control.

d. The Developer's proportionate share contribution for the impacts of Phase I is $1,915,480. This amount is equal to that calculated pursuant to the formula outlined in Chapter 9J-2.0255(3)(f), Florida Administrative Code, and is equal to the estimated cost of the improvements in D.13.b.

e. The Developer shall guarantee funding for the roadway improvements by the posting of an irrevocable Letter of Credit, totalling $1,915,480.00, which is the total cost of the improvements listed in Condition D.13.b., above. The Letter of Credit shall be posted upon completion of design and permitting referred to in Condition D.13.c. above. The Letter of Credit, will be reduced annually at a rate equivalent to 90% of the actual amount theretofore expended. The Letter of Credit will be released upon completion and acceptance of the road improvements.

f. The estimated costs of improvements in D.13.6. include the cost of necessary right-of-way, environmental mitigation areas, and stormwater management areas. Pasco County shall assist the Developer to acquire such right-of-way by use of its eminent domain powers; however, this assistance shall not include funding for said right-of-way.

g. The Developer may immediately construct 658 single-family dwelling units, 150 acres of golf course, and 150,000 square feet of commercial space or the equivalent thereof in terms of peak hour trip generation. The remainder of Phase I may not be constructed until the Developer has executed a contract for the construction of the transportation improvements identified in Condition D.13.b. If Pasco County determines that the Developer is unable to execute such a contract or complete the construction, through no fault of its own, Pasco County and the Developer, with review by the Tampa Bay Regional Planning Council, will identify alternative transportation mitigation improvements, and so amend the Development Order.

h. All improvements listed in Condition D.13.b. shall be constructed according to the schedule listed in Condition D.13.c. If improvements are not being made according to this schedule, there shall be no further issuances of any permits except for the development allowable under Condition D.13.g., above, until the overdue work is completed and subsequent construction of the above-referenced roadway improvements is once again proceeding according to the schedule referenced in Condition D.13.c. Additionally, in the event improvements are not being made according to the above-mentioned schedule, then Pasco County may claim on the Letters of Credit. In this event, development

shall stop until Pasco County has reestablished a construction schedule.

i. Neither Pasco County nor the Florida Department of Transportation shall be liable for any cost exceedances of the actual construction cost over the Developer's total fair share amount. The developer shall provide any necessary additional funds to complete the improvements as approved, including any additional funds necessary for rights-of-way. The costs of construction shall include the costs of any necessary utility relocations, environmental mitigation and stormwater management facilities. Subject to Pasco County and other appropriate agency review, the Developer may make additional improvements beyond that covered by his proportionate share dollars.

j. If Chapter 9J-2.0255, Florida Administrative Code, is amended prior to the end of the first five-year phase, the provisions in effect at the time of approval of this Development Order shall govern. All subsequent phase approvals shall be governed by the Pasco County Comprehensive Plan and the provisions of Chapter 9J-2.0255, Florida Administrative Code, and Chapter 380.06, Florida Statutes, in effect at the beginning of each phase.

k. All presently and subsequently proposed improvements shall be consistent with local and state long-range transportation plans and shall be approved by Pasco County with review and comment by the Tampa Bay Regional Planning Council and the Florida Department of Transportation.

l. The Developer shall also pay transportation impact fees to Pasco County and may apply to receive credit against impact fees for the improvements as referenced in Condition D.13.b. The payment of impact fees in itself shall not constitute funding commitments by responsible entities for necessary roadway improvements. The amount of impact fee credits received shall be limited to the proportionate share contribution amount referenced in Condition D.13.d., above, or the actual expenditures by the Developer for referenced improvements, whichever is less. No impact fee credits shall be given for on-site or site-related improvements.

m. Annual field surveys of the affected regional roadway network (as listed in Tables 2 and 3) shall be conducted by the Developer after

issuance of Certificates of Occupancy for 350,000 square feet of commercial space or the equivalent thereof in terms of trip generation. Monitoring shall continue annually until build-out and will record driveway volumes in the evening peak hour and on a daily basis. Survey results, which include access driveway traffic counts, and an account of improvements made, shall be included in the required annual report. If the annual report indicates that the total trip diversions are not being met or if the driveway volumes exceed those predicted for that year in the Application by more than 10 percent, Pasco County may conduct a substantial deviation determination pursuant to Subsection 380.06(19)(b), Florida Statutes, and amend the Development Order to require any necessary additional roadway improvements.

n. A new traffic analysis of Phase II shall be performed by the Developer at the completion of Phase I or after five years, whichever happens first, to revise the list of road improvements necessary to mitigate the negative impact of the remaining phases of the project. The Phase II traffic analysis shall serve to verify the findings of the original traffic analysis in the Application (listed in Tables 2 and 3) or shall indicate alternate transportation improvements or mechanisms which, when implemented, will maintain the regional roadways at daily Level of Service C, D at peak hours unless otherwise established to the contrary by the proposed 1989 Pasco County Comprehensive Land Use Plan, once validly enacted. Both the traffic counts referenced in above and the projection of traffic volume shall be prepared consistent with generally accepted traffic engineering practices and the original Application. The analysis shall be repeated at the end of each phase, or every five years, whichever happens first, and may partially be based upon results of the required monitoring program referenced in Specific Condition D.13.m. The methodology shall be established at a new transportation methodology meeting which shall be held prior to preparation of each new traffic analysis, and shall be consistent with Chapter 380.06, Florida Statutes, and all other applicable rules and regulations in effect when the study is done. There shall be no further development approvals until the above-mentioned traffic analysis has been submitted to and approved by Pasco County and the Tampa Bay Regional Planning Council. The Development

Order shall be amended, as appropriate, to include the measures necessary to mitigate the phase's impact on the regional roadway network.

o. Additional right-of-way shall be donated along S.R. 52 and C.R. 577, as specified in the Master Planned Unit Development Rezoning approval (#3664).

TABLE 2

CANNON RANCH

LINK IMPROVEMENTS

Phase (Time)	Link	% LOS* "D"	LOS Without Improvement	Improvement	Responsible Entities/ Year(s)	Total Cost	R/W Cost
I (1994)	S.R. 52						
	C.R. 581 to I-75	42.3	E	4 LD	FDOT/NP	NA	NA
	I-75 to site	91.2	F	4 LD	FDOT/NP	NA	NA
	Site to C.R. 577	83.3	E	4 LD	FDOT/NP	NA	NA
	C.R. 577 to C.R. 579	48.3	E	4 LD	FDOT/NP	NA	NA
	C.R. 41 to U.S. 301	12.5	E	4 LD	FDOT/NP	NA	NA
	S.R. 54						
	West of I-75	17.3	F	4 LD	Saddlebrook/NA PC/1994	NA	NA
	I-75 to C.R. 581	8.8	F	4 LD	FDOT/NA	NA	NA

*All LOS's include project plus background traffic.

Abbreviations:

NA = Not available
NP = Not programmed
PC = Pasco County
FDOT = Florida Department of Transportation
4 LD = Four-lane divided roadway
6 LD = Six-lane divided roadway
NB = Northbound
SB = Southbound
EB = Eastbound
WB = Westbound
RT = Right turn
LT = Left turn

TABLE 3

CANNON RANCH
INTERSECTION IMPROVEMENTS

Phase	Intersection	Development % of LOS "D"	Background and Development LOS	Improvement	Responsible Entities/ Year	Cost	R/W Cost
I (1994)	S.R. 52/Main Entrance**	NA	NA	EB LT lanes; EB RT lane; WB LT lane; EB and WB thru lanes; signals	Developer/NA	NA	NA
	S.R. 52/East Shopping Center Entrance**	NA	NA	NB RT lane; EB and WB thru lanes	Developer/NA	NA	NA
	S.R. 52/East Entrance**	NA	NA	NB LT and RT lanes; EB and WB thru lanes; WB LT lane	Developer/NA	NA	NA
	S.R. 52/C.R. 583	22.1	F	Signals	FDOT/NP	NA	NA
	S.R. 52/C.R. 581	48.8	F	Signals	FDOT/NP	NA	NA
	S.R. 52/I-75 W S.R. 52/I-75 E	58.7 72.0	F F	WB LT; signals; EB and WB thru lanes; restripe; signals	FDOT/NP PC/1990	NA	NA
	S.R. 52/C.R. 577*	41.1	F	EB and WB thru lane; EB and WB LT; signals	FDOT/NP	NA	NA

* All LOS's include project plus background traffic.
** Site specific improvements not eligible for impact fee credits. Other critical intersections improvements will be subsequently reviewed to see if they are site-related.

Abbreviations:

NP = Not programmed
PC = Pasco County
FDOT = Florida Department of Transportation
4 LD = Four-lane divided roadway
6 LD = Six-lane divided roadway
NB = Northbound
SB = Southbound
EB = Eastbound
WB = Westbound
RT = Right turn
LT = Left turn

p. The Developer shall construct the appropriate case intersection at all project entrances which shall include at minimum left-turn storage and right-turn acceleration/deceleration lanes. The exact configurations, which include the project access roads, shall be approved by Pasco County at or before the time of approvals of the preliminary/site plans. The above improvements shall be considered site-specific and not eligible for impact fee credits.

14. Educational Facilities

a. The Developer shall donate and convey by fee simple title two school sites to Pasco County as shown on the Master Development Plan and as mandated by Condition 8 of the Master Planned Unit Development Rezoning approval (#3664). Said conveyance shall occur within 180 days of final approval of this Development Order. The location of the sites cannot be changed without approval of the Board of County Commissioners.

15. Fire and Police Protection

a. Fire protection shall be provided by the San Antonio Fire Department or Pasco County, whichever is appropriate, and police protection shall be provided by the Pasco County Sheriff's Department.

b. The Developer agrees not to oppose and to provide its consent, if necessary, for the County to annex this property into the Pasco County Municipal Fire Tax District.

E. Duration

1. This Development Order shall take effect on April 18, 1989.

2. The duration of the Development Order shall be a period of 26 years, expiring April 18, 2015. The effective period may be extended by the Board of County Commissioners upon a showing of good cause. Application for such extension shall be made at least 60 days prior to the expiration date.

3. If the development does not commence within three years of the date of adoption of this Development Order, Pasco County shall conduct a substantial deviation determination.

4. The approved Development of Regional Impact shall not be subject to downzoning, unit density reduction, or intensity reduction for 21 years from the date of adoption of this Development Order, 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. In the event of an appeal of this Development Order, all schedules and deadlines set forth herein shall be extended by an amount of time equal to the time involved in the appeal.

F. Monitoring Procedures

1. Monitoring of this Development Order shall be at the time of the annual report submittal and during review of the development approvals. Monitoring of the Cannon Ranch Development of Regional Impact shall be carried out by the Pasco County Planning Department.

2. The Developer shall provide an annual report on Florida Department of Community Affairs Form BLWM-07-85 to the Pasco County Planning Department, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs, or their successor agencies, on April 18, the anniversary date, of each year during the term of the Development Order.

   The annual report shall be the mechanism for documentation that the impacts attributable to Cannon Ranch are equivalent to or less than those predicted in the Application. Should this not be the case, the annual report shall demonstrate that mitigation is being implemented or is programmed pursuant to Florida Department of Community Affairs rules and policies. The report shall include, at a minimum, the following information:

   a. An assessment of the Developer's compliance with each Development Order condition applicable at the time the report is filed.

   b. Special studies and reports when applicable and as referenced in Conditions D.4.c., D.4.e., D.5.a., D.8.a., D.8.b., D.9.b., and D.13.m.

   c. Any changes in the proposed plan of development.

   d. 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.

   e. A description of development activity proposed for the next year.

   f. A statement setting forth names and addresses of major assignees or successors in interest to this Development Order.

3. If the annual report is not submitted within 30 days of the due date, Pasco County shall notify the Developer and may initiate a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

4. Should the Developer divest itself of all interest in Cannon Ranch prior to the expiration of this Development Order, the Developer shall designate the successor entity to be responsible for preparation of the annual report subject to approval by Pasco County.

G. Amendment/Substantial Deviations

1. Proposed or necessary changes to this Development Order, including those specifically referenced in Conditions D.13. and E.3 must undergo a substantial deviation determination by the Board of County Commissioners. Application for a substantial deviation determination shall be made on Florida Department of Community Affairs Form BRM-08-86 and reviewed pursuant to the provisions of Chapter 380.06(19), Florida Statutes, as amended, prior to implementation of such changes. Changes to the approved underlying zoning of the land covered by the Application are subject to the substantial modification procedures outlined in Section 16.5.f. of the Pasco County Zoning Ordinance.

2. Application to amend any provision in this Development Order shall be provided by the Developer to the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs and to Pasco County. The County shall observe a minimum 30-day review period to permit the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs sufficient time to present written comments on the proposed change and to notify the County of their intent to appear at the public hearing, should such a hearing be required pursuant to Chapter 380.06, Florida Statutes.

H. Notice of Adoption

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, as amended.

2. The Clerk of the Board of County Commissioners shall return sufficient certified copies of the Notice of Adoption to the Pasco County Planning Department to allow a single copy of the Notice to be supplied to the Florida Department of Community Affairs, the Tampa Bay Regional Planning Council, and to attorneys of record in these proceedings, along with the approved Development Order. The Planning Department shall then send out the documents to the above-mentioned recipients.

I. Severability

1. 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 18th day of April, 1989.

(SEAL)

ATTEST: Jed Pittman
BY: JED PITTMAN, CLERK
By: Claire H. Mitchell, DC

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Curtis L. Law, Vice Chairman
ALLAN G. SAFRANEK, JR., CHAIRMAN

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 RECORD IN MY OFFICE, WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 1st DAY OF May, 1989
JED PITTMAN, CLERK OF THE BOARD
BY Claire H. Mitchell D.C.

cannon4:pl

4/12/9

89 BCC 115-002

NOTICE OF ADOPTION OF DEVELOPMENT ORDER

NOTICE OF ADOPTION DEVELOPMENT ORDER
FOR CANNON RANCH DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(14)(d), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 89-145 dated April 18, 1989, has adopted a Development Order for the Development of Regional Impact known as Cannon Ranch. 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 of the Development Order.

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(14)(d), Florida Statutes.

Vice Chairman
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 18th day of April, 1989.

Elaine H. Mitchell, DC
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

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

Attorney

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County

FILED FOR RECORD
APR 24 4 13 PM '89
CLK CIR CT PASCO COUNTY FL

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cannon:atty

R Bd Records (ENm)

O.R. 1801 PG 1842

EXHIBIT A

Legal Description

EXHIBIT B

Application for Development Approval
First Sufficiency Responses
Second Sufficiency Responses

(Transmitted under Separate Cover)

EXHIBIT C

Specific Findings of Fact
Tampa Bay Regional Planning Council
TBRPC Final DRI Report, Pages 4-9 and 35-67

EXHIBIT D

Cannon Ranch
Master Planned Unit Development (#3664)
Conditions of Approval

EXHIBIT E

Developer Commitments
Pages 27 to 34
of the TBRPC
Final DRI Report

EXHIBIT F

Sketch Showing Improvements to S.R. 52

EXHIBIT A

Legal Description

E X H I B I T " A "

PARCEL ONE:
E 1/2 of the SE 1/4 of the NE 1/4 lying South of State Road No. 52, LESS the West 250.00 feet of the East 596.85 feet thereof; The E 1/2 of the NE 1/4 of the SE 1/4, LESS the North 824.24 feet of the West 250.0 feet of the East 596.85 feet thereof; the East 600 feet of the SE 1/4 of the SE 1/4; And the South 110.0 feet of the West 720.0 feet of the SE 1/4 of the SE 1/4, all in Section 9, Township 25 South, Range 20 East, Pasco County, Florida.
AND
The E 1/4 of Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

Parcel Two:
The W 1/4 of Sections 10 and 15 lying South of State Road No. 52, Township 25 South, Range 20 East, Pasco County, Florida.

Parcel Three:
The S 1/2 of the E 3/4 of Section 15, Township 25 South, Range 20 East, Pasco County, Florida.

Parcel Four:
S 1/4 of E 3/4 of N 1/2 of Section 15, Township 25 South, Range 20 East, Pasco County, Florida.
AND
The W 1/2 of the SW 1/4 of Section 14, Township 25 South, Range 20 East; the N 1/4 of the NE 1/4 of SW 1/4 and the S 1/4 of the NW 1/4 of Section 14, Township 25 South, Range 20 East, Pasco County, Florida, LESS road right-of-way.

Parcel Five:
The NW 1/4 lying South of State Road No. 52; the S 1/2 of Section 10, Township 25 South, Range 20 East, LESS the W 1/4 thereof; the S 1/2 of the NE 1/4; and the W 3/4 of the NW 1/4 of the NE 1/4 lying South of State Road No. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida, LESS and EXCEPT that portion of the W 1/4 of said Section 10 lying South of State Road No. 52.
AND
SW 1/4; SW 1/4 of NW 1/4; W 1/2 of SE 1/4 and S 1/2 of SW 1/4 of NE 1/4, LESS AND EXCEPT the North 300 feet thereof and LESS road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.
AND
N 3/4 of E 3/4 of N 1/2 of Section 15, Township 25 South, Range 20 East, Pasco County, Florida.
AND
N 3/4 of the N 1/2 of that portion of Section 14, Township 25 South, Range 20 East, Pasco County Florida, lying North and West of State Road No. 577.

EXHIBIT B

Application for Development Approval
First Sufficiency Responses
Second Sufficiency Responses

(Transmitted under Separate Cover)

EXHIBIT C

Specific Findings of Fact
Tampa Bay Regional Planning Council
TBRPC Final DRI Report, Pages 4-9 and 35-67

PROJECT DESCRIPTION

The 347 Group is seeking Development of Regional Impact (DRI) approval for Cannon Ranch, a master planned community proposed for construction on a 2,005.32-acre site in Pasco County with frontage on S.R. 52 and C.R. 577 approximately 1 mile east of Interstate 75.

Total development of the Cannon Ranch project will result in:

- 3,719 single family dwelling units;
- 2,237 multi-family dwelling units;
- 565,000 square feet commercial space;
- a 27-hole golf course and clubhouse;
- recreation centers/parks; and
- an equestrian center.

At build-out Cannon Ranch will provide 5,956 residential units. Two separate community shopping areas of 350,000 sq. ft. and 150,000 sq. ft., separated by the entry boulevard, will be located along S.R. 52. A neighborhood retail center of 50,000 sq. ft. is proposed along C.R. 577 and three convenience retail areas of approximately 5,000 sq. ft. each will be located adjacent to neighborhood boulevards within the project.

Approximately 46 percent of the total development area will be devoted to open space including natural wetland areas, lakes, golf courses, equestrian areas and parks. At total build-out, the Cannon Ranch is anticipated to have a population of approximately 14,890 residents.

The Master Development Plan indicates four points of ingress/egress onto S.R. 52. These access drives will be subject to FDOT approval.

The site currently contains 1,215 acres of improved pasture, 244 acres of Live Oak pasture, 129 acres of citrus groves, 24 acres of Oak Hammock, 83 acres of Shelter Belt, 13 acres of ditches and canals and 14 acres of ponds. The developer has committed in the ADA that 913 acres of the site will be open space, which includes lakes, ponds, golf courses, greenbelts, internal roadway right-of-way and other recreational amenities.

SUMMARY OF MAJOR ISSUES

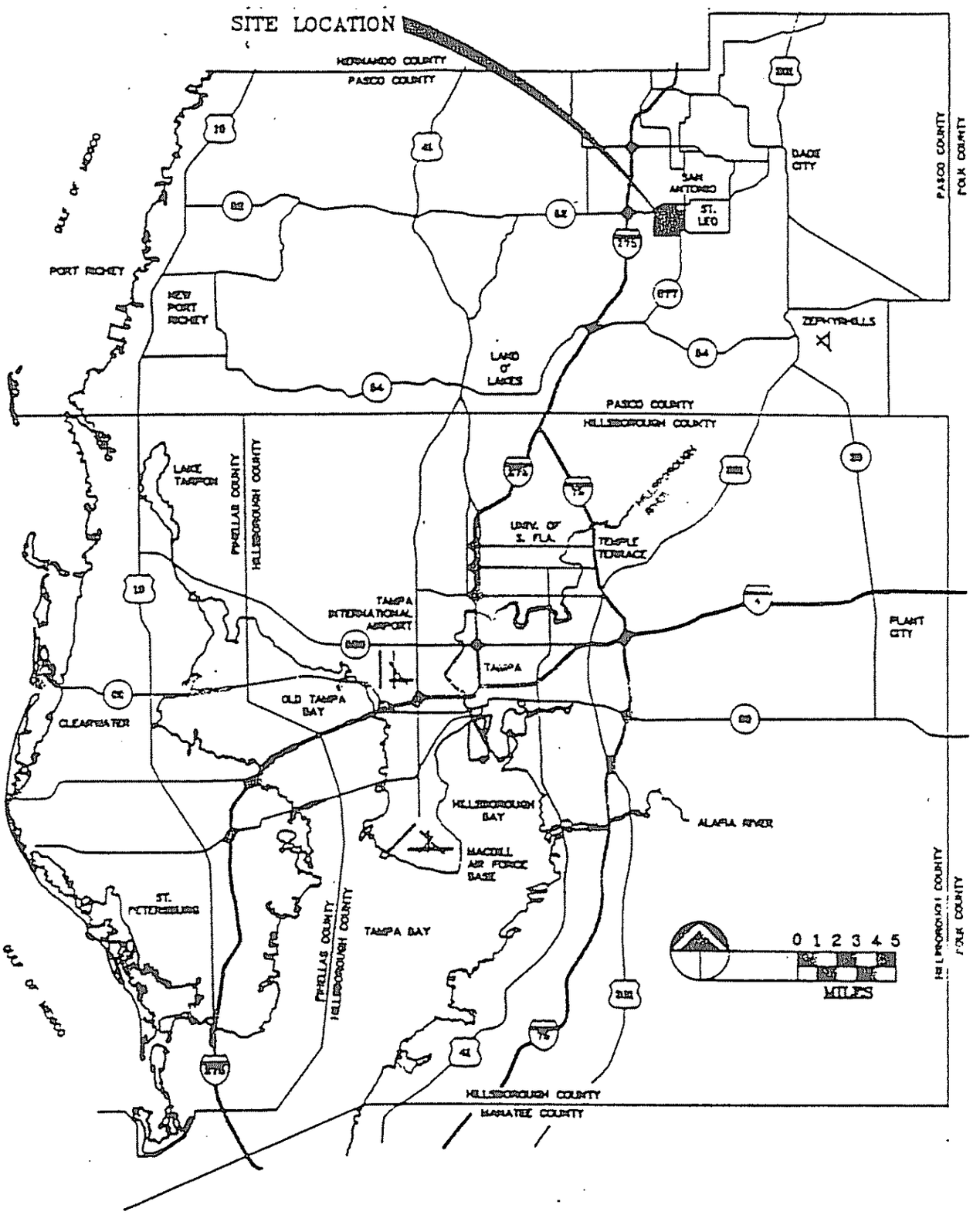
The development is proposed to consist of 5,956 residential units and 565,000 square feet of commercial space at build-out in 2009. This will occur in a predominantly rural portion of Pasco County, near the towns of San Antonio, St. Leo and Dade City. An employment center, One Pasco Center, has been approved for development immediately adjacent to the site, but has yet to undertake substantial development.

Significant infrastructure will be needed to support a development of this size. An agreement to supply water and wastewater service to the project has been finalized with Pasco County and other DRI developers in the area. Transportation system improvements necessary for this project will require funding commitments from local, state and federal entities or the developer. Fire, police, and EMS capabilities will be seriously strained by the proposed development.

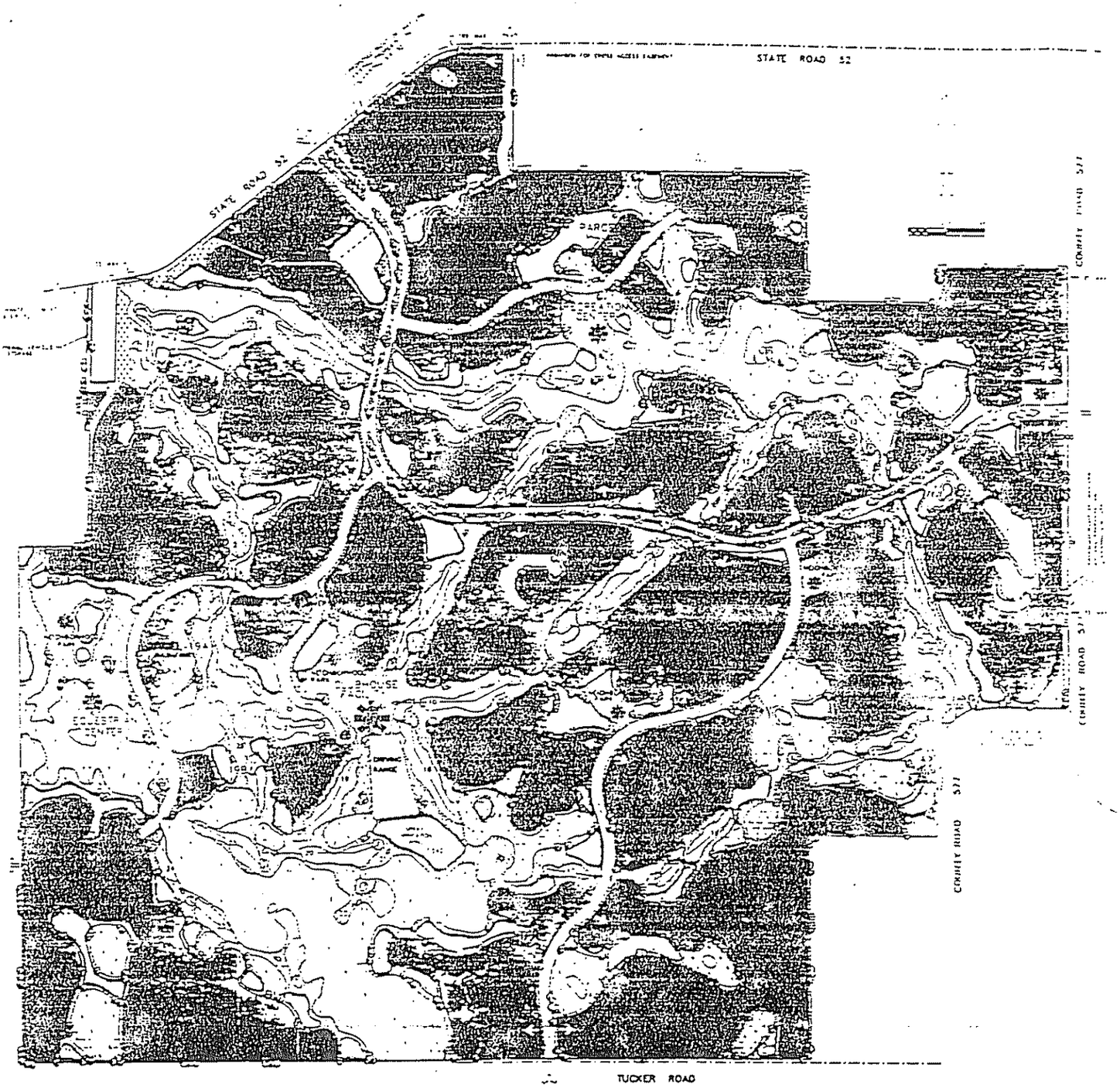
The wetlands found on the site will be variously protected, used for stormwater detention or retention, or removed and mitigated elsewhere onpsite. These features, as well as the other natural areas, offer habitat to several listed animal species. Little information was provided with regard to the use of the project site by these species, although it is known that the Sandhill Crane nests on-site and the Southern Bald Eagle and Wood Stork use the site, though probably do not nest there.

Water quality protection is also significant here, due to the very high potential Floridan Aquifer recharge capacity of the site. Surface and groundwater quality must be protected from the potential impacts of herbicides, pesticides, fertilizers and other chemicals associated with the activities proposed on-site.

DRI #163
Cannon Ranch, Pasco County
General Location Map

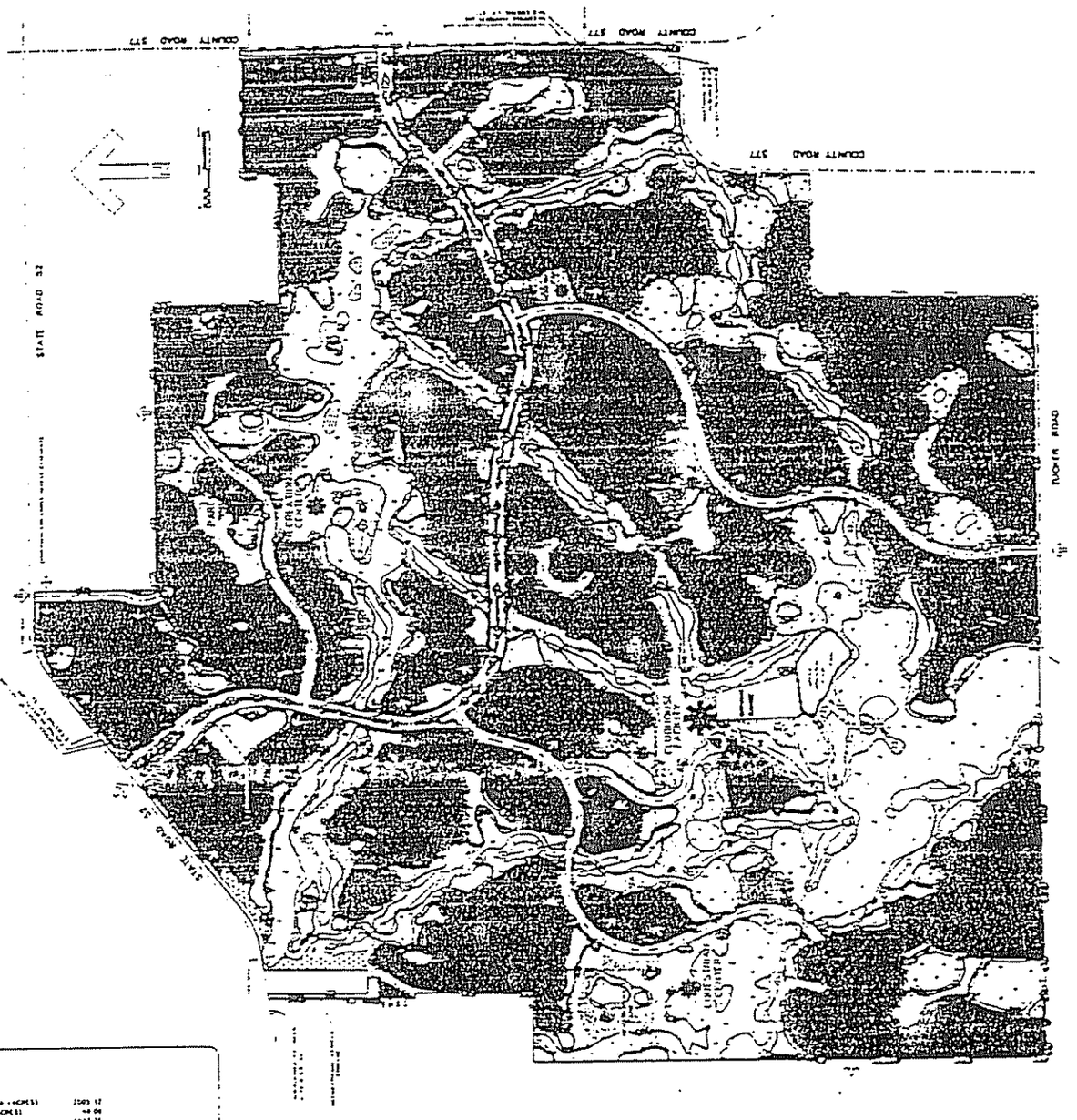


DRI #163
Cannon Ranch
Site Plan



DRI #163
Cannon Ranch, Pasco County
Transportation Improvements Map
Phases I & II

DRI #163
CANNON RANCH, PASCO CO.
Preservation/Conservation Areas



IMPACT ON TRANSPORTATION

TRANSPORTATION

Contiguous development and the orderly extension and expansion of public facilities are necessary. (16.2.1, F.R.)

Strip commercial development that compounds traffic and land use conflicts is strongly discouraged. Local governments are encouraged to strictly and effectively limit the number of curb cuts onto major roads. (16.6.3, F.R.)

New developments shall provide land or fees to address the developments impact on public and semi-public facilities through appropriate local policies and ordinances. (17.3.1, F.R.)

Adequate transportation services should be provided for the public, including elderly, handicapped, and low income citizens of the region. (19.1.1, F.R.)

Development phasing shall be utilized to assure consistency with the capacity of existing or planned transportation. (19.1.6, F.R.)

Approval for curb and median cuts on regionally significant roadways shall be coordinated between permitting agencies and local governments to protect the traffic-carrying capacity and safety on roadways. (19.2.3, F.R.)

Growth shall be managed through selective transportation improvements to desired facilities and it shall be programmed in conjunction with planned infrastructure improvements. (19.8.4, F.R.)

Mitigation mechanisms such as impact fees, funding of joint-ventures, and user fees shall be used by jurisdictions to mitigate impacts of development to local and to regionally significant resources/facilities. (19.8.6, F.R.)

An operational Level of Service (LOS) D peak hour shall be maintained on all regionally significant roadways in urbanized areas. An operational LOS C peak hour shall be maintained on all regionally significant roadways in rural areas. (19.8.8, F.R.)

The Cannon Ranch Development is proposed for construction in central Pasco County.

The project will generate a total of 81,653 average daily vehicle trips of which 8,332 will operate during the PM peak hour at build-out in 2009. Primary transportation impacts will occur on SR 52, I-75, SR 54, CR 577, SR 41, CR 579, CR 581, and CR 52A.

In cases where a roadway facility will require an improvement to bring it to a satisfactory LOS, it is TBRPC policy to identify, during regional review, the regional roadway facilities to which the project will contribute five percent or more of the existing LOS D capacity at peak hour for links and intersections (C in rural areas). If the project contributes 5 percent or more of the existing LOS D capacity at peak hour and the link or intersection is projected to operate at an unacceptable LOS, then specific improvements are identified and such identification becomes a specific recommendation for project approval. These identified improvements are included in the Recommended Regional Conditions section of this report along with other appropriate transportation conditions and options.

It is recommended that local governments review right-of-way (ROW) needs to ensure acquisition of adequate ROW for proposed improvements associated with new growth and consider incentives for developer contribution of needed roadway ROW along DRI project boundaries.

IMPACT ON NATURAL RESOURCES

AIR QUALITY

> Initiate control measures for construction, mining and other activities where heavy vehicular traffic and/or meteorological conditions results in significant air pollution. (11.1.4, F.R.)
>
> Open burning should be regulated and coordinated to avoid burning during periods of elevated pollutant levels and meteorological conditions. (11.3.1, F.R.)
>
> Transportation control measures shall be implemented that improve traffic flow, reduce motor vehicle use, and encourage high occupancy vehicle use as a means of encouraging energy conservation, thereby reducing air pollution caused by fuel consumption. (11.6.5, F.R.)

Air pollutants associated with the proposed Cannon Ranch development are the result of site preparations and development and vehicular emissions.

The estimated daily emission inventory at build-out of each phase is seen in the following table.

EMISSION INVENTORY

PHASE	VMT	CO (GR/MI)	HC (GR/MI)	NOx (GR/MI)	TOTAL EMISSION (GR/MI)	TOTAL EMISSION (GR/DAY)
I	287,439	11.08	1.57	2.32	14.97	4,302,962
II	493,221	12.40	1.53	2.13	16.06	7,921,129
III	628,371	12.11	1.48	2.08	15.67	9,846,574
IV	767,343	14.93	1.65	2.10	18.68	14,333,967

The above inventory is based on the total travel generated by Cannon Ranch, as measured in vehicle miles of travel; the average travel speed attainable on the surrounding network, which reflects the changes from the present rural conditions to a suburban condition over time; and emission rates of the appropriate pollutants derived from the MOBILE 3 computer program, reflecting the average vehicle operating conditions and vehicle mix.

There are no predicted violations of air quality standards for carbon monoxide in the project vicinity. The highest estimated one-hour level would be expected to occur at Receptor 16 near the main entrance intersection with SR 52, with both the one-hour value of 11.4 and the eight-hour value of 6.2 of carbon monoxide concentrations well within the respective Federal and State Standards as they represent only 33 percent and 69 percent of these standards, respectively, at project buildout.

The implementation of the roadway and intersection improvements identified as necessary to maintain an acceptable Level of Service will minimize the impact of the increase of air pollutants generated by maintaining proper traffic operations.

No highway improvements are required to mitigate air quality impacts. During short term periods of construction, increased particulate matter levels could potentially have an impact on local air quality. This effect could be minimized by adhering to dust control and open burning regulations, controlling clearing operations, watering of cleared areas when necessary, and seeding and mulching immediately after final grading is completed. Construction specifications will encourage contractors to limit clearing efforts to areas where work will be immediately performed and to discourage mass clearing.

It is appropriate that Pasco County reserve the right to require mitigation measures to alleviate potential adverse impacts of the project on ambient air quality.

LAND

Unique land forms and geological features shall be preserved. (10.8.3, F.R.)

New development shall avoid extensive alteration of existing topographic features. (10.8.4, F.R.)

Control measures to abate erosion shall be incorporated into mining, construction, agricultural and development activities. (22.3.1, F.R.)

The primary soil types found on the upland areas of Cannon Ranch consist of fine sands which exhibit slight-to-moderate limitations for construction: Sparr, Millhopper, Newman, Lochlossa and Kendrick. The soils of the far southwestern corner of the site are primarily Pomona fine sand, with severe building limitations.

The primary soil types found in the lowland areas of the site consist of clayey sands, loam and muck which exhibit severe limitations for building purposes: Palmetto, Zephyr, and Sellers, respectively.

The developer proposes to overcome soil limitations by utilizing wetland areas as recreation and open space as well as appropriate grading and drainage of areas subject to a high water table. The deep sand areas on site may be utilized for construction fill.

Wind erosion will be reduced through limiting site work to the areas needed immediately for development. In addition, minimal tree-cutting, dust palliatives, and efficient landscaping will further reduce wind erosion.

Water erosion will be minimized by incorporating channelized ditches into the natural systems, using proper grading techniques and bank stabilization. Hay-bale barriers will be used near the wetlands. During construction, runoff and erosion control will be provided by the proposed master drainage plans.

The applicant states that no mineral deposits occur on-site.

It is recommended that implementation of the methods identified on pages 14-6 of the ADA to overcome soil limitations be a Development Order condition.

It is further recommended that the erosion control methods identified on page 14-5 of the ADA be a Development Order condition.

WATER QUALITY AND DRAINAGE

Land use planning and development decisions shall consider the impact on surface and groundwater quality. (8.1.4, F.R.)

Adequate long-term water quality monitoring of surface and groundwater resources, particularly potable water resources, shall be continued for areas which are presently being monitored and developed for areas which are not presently monitored to provide a sound data base and to identify trends upon which future regulatory and land use decisions can be based. (8.6.4, F.R.)

Conservation areas, such as coastal marshes, freshwater swamps, and mangrove forests shall be protected from development that would significantly alter their function and character. (10.1.2, F.R.)

A minimum identified buffer or other appropriate protection shall be maintained around acknowledged isolated wetlands where development activities or other activities may disturb the wetlands or associated wildlife. (10.2.1, F.R.)

The hydrologic continuity and water quality of identified isolated wetlands shall be protected. Development activities or other land disturbances in the drainage area of the wetlands shall minimize alterations to the surface or subssurface flow of water into and from the wetland and shall not cause impairment of the water quality or the plant and wildlife habitat value of the wetland. (10.2.2, F.R.)

Mitigation measures shall be developed to provide water quality benefits and plant and animal habitat equivalent to the wetland destroyed or altered. Newly created wetlands should include at least 1:1 mitigation using the same type or more productive vegetation with at least an 80-85 percent natural cover rate, over a two-to five-year period. (10.2.4, F.R.)

New development shall avoid extensive alteration of existing topographic features. (10.8.4, F.R.)

Central Pasco County is considered an area of very high Floridan aquifer recharge. The principal water-bearing formation is the Suwannee limestone. On-site the Floridan Aquifer is overlain by a confining bed breached by sinkholes. Generally, the occurrence of lakes, marshes and swamps suggests limited recharge while dry depressions which drain freely may indicate a greater recharge to the Floridan Aquifer.

A high surficial aquifer occurs on the Cannon Ranch and is responsible for the wetland areas associated with depressional areas. Clay underlies the sandy surface deposits and contributes to the lack of internal soil drainage and subsequent high water table conditions.

A pond located along the western property boundary is a solution sinkhole, with widely fluctuating water levels. The area surrounding this pond will be preserved as recreational open space. No untreated stormwater will be directly discharged to the sinkhole; runoff will be directed through the proposed storm water management system.

Cannon Ranch lies within the Bayou Branch sub-basin of the Cypress Creek watershed. The water of Cypress Creek drains south into the Hillsborough River and eventually into Tampa Bay. Bayou Branch is primarily a previously channelized drainage system connecting a series of marshland depressions with man-made ditches/canals. The channel maintains sufficient soil moisture to support hydrophytic vegetation.

No water quality data is available from surface waters on-site. Development of the site for residential and commercial use will result in stormwater attenuation and filtration requirements. Utilization of wetlands as an integral component of the stormwater system will also help protect water quality. The elimination of agricultural uses could provide a positive impact on surface water quality.
As stated in the ADA, the stormwater management system for Cannon Ranch will provide on-site facilities for the treatment and attenuation of run-off. The system will include various elements designed to control the quality and volume of stormwater run-off to preclude any adverse effects to the receiving bodies, consistent with all applicable existing requirements of the various jurisdictional agencies. Upon completion, the project will contain approximately 558 acres of impervious surfaces representing 28 percent of the total land area.

The major elements of the drainage system have been shown in the ADA and can be described as follows:

Bayou Branch - Bayou Branch is an existing, natural tributary of Cypress Creek. It traverses the Cannon Ranch site in a northwesterly direction and provides a single point of discharge for all of the stormwater run-off from the site. Bayou Branch, as well as several smaller tributaries, will be retained in a substantially unaltered state as a natural water course and aesthetic amenity to the development. Certain existing structures provide effective control of the existing upstream and downstream flows resulting in a small, well defined floodplain along the route of the water course. Wetlands associated with the major drainage systems are as follows:

Detention Areas - All of the stormwater run-off from the developed areas of the project will be directed to detention areas for water quality treatment by filteration or assimilation prior to discharge into Bayou Branch. These same detention areas will provide adequate storage capacity to effectively attenuate the peak run-off anticipated during the 25-year storm of 24-hour duration to match predevelopment rates for the same storm.

Filtration systems - Each detention area will be designed to intercept and retain all run-off from the first one-half inch of rainfall for requirements of Chapter 17-25 of the Florida Administrative Code. This volume of run-off will be passed through an approved filter media of sand, gravel and synthetic material or natural wetlands.

Conservation areas - Freshwater marsh wetland areas are located throughout the site. The development plan has been designed to minimize disturbance of these wetlands and to provide mitigation where preservation is not feasible. Certain isolated and contiguous wetland areas will be conserved in their natural state and will be incorporated into the stormwater management system.

Storm Sewers - Storm sewer systems of interconnected pipes and inlets will be installed within parking areas and along roadways. These internal systems will be designed to collect and transport stormwater run-off from the paved areas to the appropriate detention areas.

All areas of the site drain naturally to the north and west. Seven off-site drainage basins contribute additional run-off at points along the north, south and east boundaries of the site. The size of these contributing areas and the points of connection have been indicated on Map "G" of the ADA. Sufficient capacities and flow characteristics will be maintained within the existing Bayou Branch watercourse and its tributaries to provide adequate conveyance of the storm water discharge from these off-site areas through the Cannon Ranch site.

A portion of the stormwater management system and facilities will be operated and maintained by Pasco County. Adequate easment and right-of-way will be dedicated for accessability. Certain isolated internal collection and detention facilities will be operated and maintained by appropriate home owners' associations or the developer, as applicable.

It is recommended that the following be Development Order conditions:

- The developer shall submit a Master drainage plan for review by Pasco County, DER, and TBRPC and for approval by SWFWMD. The Recommended Regional Conditions section of this report contains specific parameters to be included in the plan.

- No untreated stormwater shall be discharged into the sinkhole located on the west central project border.

Additional recommended conditions concerning water quality and drainage are included in the Recommended Regional Conditions section of this report.

WETLANDS

Protect the habitats and plant communities that tend to be least in abundance and most productive or unique. (10.1.1, F.R.)

A minimum identified buffer or other appropriate protection shall be maintained around acknowledged isolated wetlands where development activities or other activities may disturb the wetlands or associated wildlife. (10.2.1, F.R.)

The hydrologic continuity and water quality of identified isolated wetlands shall be protected. Development activities or other land disturbances in the drainage area of the wetlands shall minimize alterations to the surface or subsurface flow of water into and from the wetland and shall not cause impairment of the water quality or the plant and wildlife habitat value of the wetland. (10.2.2, F.R.)

Mitigation measures shall be developed to provide water quality benefits and plant and animal habitat equivalent to the wetland destroyed or altered. Newly created wetlands should include at least 1:1 mitigation using the same type or more productive vegetation with at least an 80-85 percent natural cover rate, over a two to five-year period. (10.2.4, F.R.)

Preservation areas, such as marine grass beds, significant sand dune systems, and other vital or critical natural systems, shall be protected from any further development except in cases of overriding public interest. (10.3.1, F.R.)

Identified areas that contain viable populations of, or suitable habitats for, species listed as endangered, threatened, or of special concern by the State and Federal government, shall be classified as environmentally sensitive, preservation, or conservation areas with future development limited to land uses compatible with the listed species. (10.6.2, F.R.)

Unique and irreplaceable natural resources shall be protected from adverse effects. (16.8.2, F.R.)

Wetlands on-site include freshwater marsh, ponds and ditches, as follows:

	Acres	% of total Wetlands	% of total Site
mainstream wetlands	192	62	9.6
headwater wetlands	81	26	4.0
isolated wetlands	22	7	1.1
ditches and farm ponds	15	5	0.75
	310	100	15.45

Of the estimated 310 acres of wetlands on-site, 291 acres will remain undisturbed. Mitigation of those wetland systems which must be displaced will ensure that total wetland cover on-site will be maintained. Limited wetland alteration will occur as land parcels are developed within the project site. Approximately 17 acres of headwater wetlands, isolated wetlands and farm ponds will be affected by the proposed development. Approximately two acres of mainstream wetlands will be disturbed by proposed transportation and utility crossings. As appropriate, native wetland vegetation will be establised in widened channels, which can serve as mitigation areas.

The man-made ditch/canal system will be improved to create a more environmentally valuable and aesthetic configuration. Banks will be graded to encourage more sheet flow and less erosion. A meandering layout design will allow minor natural channel migration within designated drainageways. Certain ditches connecting headwater wetlands will be improved by regrading and construction of stormwater control structures to utilize these areas for stormwater management.

As stated in the ADA, the golf course will be located to provide an interface with the wetland system and to limit development encroachment in flood prone areas. The proposed stormwater management systems will incorporate natural wetlands in a commensalistic relationship.

It is appropriate, as a Development Order condition, that master plan designation for areas of the project site which meet the conservation/preservation definitions as set forth in policies 10.1.2 and 10.3.1 of the Council's adopted Future of the Region be consistent with that designation. The following are additional recommended conditions:

- No adverse hydroperiod alterations shall be permitted to preserved or conserved areas as identified on the Master Site Plan.

- No dredging, filling or development activities shall be allowed in designated preservation areas. Activities within the designated conservation areas shall be limited to those activities specified in the ADA.

- All wetland losses shall require, at minimum, 1:1 in-kind wetland replacement. Mitigation for wetland losses shall be implemented prior to or concurrent with the wetlands being disturbed. Mitigation areas shall be monitored and supplemented, as necessary.

- To prevent inadvertent wetland impacts, a minimum identified buffer shall be maintained adjacent to wetland systems and mitigation areas.

FLOOD PLAINS/DISASTER PREPAREDNESS

> Programs shall be developed at the regional and local levels to identify, protect and conserve the natural character and function of area lakes, streams, estuaries, wetlands, floodplain areas, and upland areas. (8.9.1, F.R.)
>
> New development permitted in the flood fringe (the area of the floodplain outside the floodway) shall be required to meet flood hazard construction requirements. (10.4.3, F.R.)
>
> A transportation system shall be provided that permits safe evacuation in the event of man-made or natural disasters. (19.1.11, F.R.)

The proposed Master Development Plan for Cannon Ranch shows encroachments into the 100-year flood plain area. High water elevations recorded at existing drainage structures along the perimeter of the tract indicate that certain flood levels will occur along the water courses. This floodplain can be used for recreational purposes as is proposed to accommodate a portion of the 27-hole golf course.

The proposed development is located in Evacuation Zone #28 of Pasco County (Tampa Bay Region Hurricane Evacuation Plan Technical Data Reports Update, June 1984). This particular zone is not required to evacuate from any future hurricane since overland storm surge is not projected for this area.

An appropriate Development Order Condition is that no loss of hydrologic storage capacity shall be allowed within the 25-year floodplain.

Elevation for all habitable structures shall be at or above the base flood (100-year) floodplain.

VEGETATION AND WILDLIFE

> In regionally significant development proposals, developers shall assess the cumulative impacts of such activities as dredge and fill, waste disposal, and construction on the health of the natural systems. (8.9.3, F.R.)
>
> Protect the habitats and plant communities that tend to be least in abundance and most productive or unique. (10.1.1, F.R.)
>
> Conservation areas, such as coastal marshes, freshwater swamps, and mangrove forests shall be protected from development that would significantly alter their function and character. (10.1.2, F.R.)
>
> A system of incentives or other measures should be developed to encourage landowners to preserve native habitats. (10.6.1, F.R.)
>
> Identified areas that contain viable populations of, or suitable habitats for, species listed as endangered threatened, or of special concern by the State and Federal government, shall be classified as environmentally sensitive, preservation, or conservation in areas with future development limited to land uses compatible with the listed species. (10.6.2, F.R.)
>
> Wildlife corridors should be maintained where development activities require clearing of trees in forested, and other wooded areas. (10.9.3)
>
> Any project including unavoidable destruction of habitat shall mitigate all lost wetland habitat on a 1:1 in-kind basis, at minimum. Mitigation shall include monitoring with assurance of an 80-85 percent natural cover area after 2-5 years. (16.8.1, F.R.)
>
> Mitigation should enhance the overall ecological quality of the area. (16.8.3, F.R.)

The Cannon Ranch historically supported Longleaf Pine/Turkey Oaks sandhills, savannahs, hardwood hammocks, pine flatwoods, freshwater swamps and marshes.

Cattle grazing is presently the predominant land use on the Cannon Ranch site. Citrus groves on the higher elevations have been severely damaged by a recent succession of freezes. The uplands on the property are dominated by cleared pasture land with scattered groupings of live oak, planted pines and abandoned groves. There are no undisturbed natural upland ecosystems occurring on-site. The site is traversed by Bayou Branch, a channelized, freshwater marsh system.

The freshwater marsh wetlands are a relatively stable plant community on the project site. While previous ditch construction has likely reduced hydroperiods, the marshlands appear capable of maintaining wetland vegetation in their present condition. These aquatic systems vary in ecological value and have been subjected to the impacts of cattle grazing to a lesser extent. No forested wetlands occur on-site and no successional trends toward such a community structure are evident within any of the marshes. The ditches are utilized by cattle, which consequently promotes erosion, channel bed disruption and colonization by a relatively herbaceous association of pioneer wetland species. The elimination of cattle, improvement of the ditches and incorporation of wetlands in the storm water management plan will enhance these areas under the proposed plan.

Species classified as either threatened or endangered, as listed by the Florida Game and Fresh Water Fish Commission and the United States Fish and Wildlife Service, which possibly reside, migrate or forage on the property are noted in Table 18-11 of the ADA. Field sightings were recorded for the American Alligator, Southeastern American Kestrel, Florida Sandhill Crane, Sherman Fox Squirrel, Southern Bald Eagle and Wood Stork.

Cannon Ranch and the extensive pasture lands to the south and west provide suitable habitat for the Kestrel. Development of pasturelands on-site will reduce existing available habitat. However, the preservation of grasslands and marsh areas associated with the proposed golf courses will preserve desirable open space within the site.

The Florida Sandhill Crane has been observed frequently on the Cannon Ranch site. The improved pastures are used for foraging while the marshes provide nesting habitat. Certain marsh areas will be preserved under the proposed development plan. In addition, the golf courses will provide foraging areas and serve as a buffer to marsh habitats. The Sandhill Crane is expected to continue to reside on the Cannon Ranch during and after development. Precautions and appropriate buffering should serve to protect this species, particularly nesting sites.

A mature Southern Bald Eagle has been sighted on the project site, though no nesting sites have been found on or adjacent to the property. King Lake, a large natural water body to the south of the Cannon Ranch site, would be a likely nesting location for a Bald Eagle. Fish and a great variety of aquatic birds and turtles are staple foods. The on-site ponds and marsh habitats may also provide sites for occasional foraging by the Eagle. The acreage of these types of habitats will be increased by development of Cannon Ranch. Therefore, no negative impact on the local population is expected.

Wood Storks have been noted flying above the Cannon Ranch, although no nesting or foraging activity has been observed. The on-site wetlands and ponds may be utilized periodically by the stork. Wetland habitat impacts by the proposed development are not expected to have a negative effect on the Wood Stork. Provisions of increased aquatic habitat will provide additional opportunities for this species.

The following are appropriate Development Order conditions:

- An acceptable survey shall be conducted showing the on-site nesting locations of the Sandhill Crane, Southeastern Kestrel, and Sherman Fox Squirrel, as well as the locations of any Wood Stork roosts, or rookeries on-site.

- In the event that any species listed in Sections 39-27.003-.005, F.A.C. are found frequenting the site for nesting, feeding or breeding, proper mitigation measures shall be employed in cooperation with the Florida Game and Fresh Water Fish Commission (FGFWFC).

HISTORICAL AND ARCHAEOLOGICAL SITES

Unique and irreplaceable natural resources shall be protected from adverse effects. (16.8.2, F.R.)

Historical and archaeological sites are considered to be preservation areas if they are of regional, historical or archaeological significance and shall be protected from any further development except in extreme cases of overriding public interest.

a. Programs shall be designed to identify and preserve all significant sites.

b. Programs shall be implemented to increase public awareness of the value and significance of historical and archaeological sites.

c. Nothing in the above -stated policies shall prohibit the excavation of archaelogical sites by appropriately trained archaeologists, using methods in conformance with generally accepted standards. (18.4.3, F.R.)

The Florida Division of Historical Resources recommended a systematic field survey of designated high probability areas on the Cannon Ranch site. Ten survey, conducted by Piper Archaeological Research, Inc., uncovered thirteen previously unrecorded prehistoric sites, one of which, the Egg Hole site, 8PA202, is considered to be a potentially significant resource. The Egg Hole site is located on the southern border of the Cannon Ranch site, midway between the far western boundary of the site and CR 577.

The Egg Hole site (8PA202) was identified as a resource on-site which would be potentially eligible for listing in the National Register of Historic Places. The Florida Division of Historical Resources (FDHR) recommends that the development be allowed to proceed without further involvement of FDHR providing no ground disturbance or land clearing activities takes place within the 8PA202 site area prior to test efforts.

It is an appropriate Development Order condition that Phase II test excavations of Site 8PA202 be done prior to any development of the site. Written authorization from the Department of Historical Resources and Pasco County shall be required prior to development of Site 8PA202.

It is also an appropriate Development Order condition that, in the event any other significant historical or archaeological resources are discovered on the development site, these shall be reported to the Florida Division of Historical Resources and disposition of such resources shall be determined in cooperation with the Division of Historical Resources and Pasco County.

ECONOMY

> The location of facilities shall be used to guide urban development and assist in the implementation of approved local and regional plans. The rate of private development should be commensurate with a reasonable rate of expansion of public and semi-public facilities. (17.2.1, F.R.)
>
> Public facilities rights-of-way should be identified as part of adopted local comprehensive plans and should be protected from further development. (17.2.3, F.R.)
>
> New developments shall provide land or fees to address the developments impact on public and semi-public facilities through appropriate local policies and ordinances. (17.3.1, F.R.)
>
> Development phasing shall be utilized to assure consistency with the capacity of existing or planned transportation. (19.1.6, F.R.)
>
> Mitigation mechanisms such as impact fees, funding of joint-ventures, and user fees shall be used by jurisdictions to mitigate impacts of development to local and to regionally significant resources/facilities. (19.8.6, F.R.)

Total development and building construction expenditures for Cannon Ranch projected to be $383,930,110 over the build-out period. Approximately 100 percent of this figure will be spend within the Tampa Bay Region. (Labor costs are projected to be $167,331,870).

Construction employment will average 651 workers annually. It is anticipated that a total of 1,187 permanent, non-construction jobs will be created by build-out. No seasonal variations in permanent employment are expected. The estimated annual payroll is projected to be $8,165,000 at build-out, and the estimated annual ad valorem tax yield $7,320,090.

It is appropriate that the following be Development Order conditions:

- Nondiscriminatory employment opportunities shall be encouraged, and the further development and promotion of an expanded day-care system shall be encouraged.

- The developer shall promote entrepreneurship and small and minority-owned business start-ups, pursuant to Policy 21.3.1 (FR).

IMPACT ON PUBLIC FACILITIES

WASTEWATER

Programs to ensure water reclamation and reuse alternatives for wastewater and stormwater disposal to surface water bodies shall be developed. (8.7.1, F.R.)

Whenever environmental or health concerns warrant, treatment facilities shall be required to utilize Best Management Practices and technologies. (8.7.2, F.R.)

Domestic sewage and industrial discharges shall be required to achieve best practical technological standards and to implement reuse systems to minimize pollution discharge. (13.9.2, F.R.)

The location of facilities shall be used to guide urban development and assist in the implementation of approved local and regional plans. The rate of private development should be commensurate with a reasonable rate of expansion of public and semi-public facilities. (17.2.1, F.R.)

Controversial public facilities, such as landfills, prisons, wastewater treatment facilities and power lines, should be located in areas where they may best serve their purpose and have the fewest negative impacts. (17.2.4, F.R.)

Develop new methods of financing the construction of public facilities, in order to keep pace with the rapid growth and development. (21.4.2, F.R.)

The total average daily wastewater flow for Cannon Ranch is projected to be 1,693,165 gallons per day (gpd). The total average daily wastewater flow will be 413,055 gpd for Phase I, 469,920 gpd for Phase II, 560,310 gpd for Phase III and 249,880 gpd for Phase IV. No generation of industrial or non-domestic wastewater is expected.

The Pasco County Government has entered into an agreement with the McKendree Ranch, One Pasco Center and the Cannon Ranch developments concerning potable water and wastewater service. The One Pasco Center development, east of

Interstate 75 and north of State Road 52, will provide the location for a regional wastewater treatment plant. The Pasco County Government will purchase a parcel of land, also east of Interstate 75 and south of State Road 52, to provide interim sewage treatment and disposal service. The binding sewer and water facility agreement between these entities ensures appropriate and timely construction of off-site regional facilities.

A copy of the agreement, outlining ownership and maintenance responsibilities is included in Sufficiency Response I, pages 21-3 - 21-16.

The major points:

- Pasco County is responsible for plant design and construction, construction of the master lift station at SR 52 and McKendree Road, and construction of the force main from the site mains. The developers are responsible for design and construction of all on-site mains and the force main to connect the projects to the lift station, and the disposal through irrigation of reclaimed water from the plant.

- An 82-acre tract on the One Pasco Center site will be purchased by the County. An interim 100,000 gpd package plant will be relocated to this site within six months of the finalization of the agreement. Eventually, a one million gpd plant will be constructed on the site with the first phase being capable of processing 250,000 gpd. This North-Central Sub-Regional plant will dispose of effluent by way of on-site percolation ponds and through the reclamation system required of the three participating developments. All on-site mains and easements will be dedicated to Pasco County.

- Waste sludge generated during the first phase of operation (1988-1995) will be transported by the County to their existing facilities at the Williamsburg West Plant. After 1995, dependent upon the next expansion of the plant, activated sludge will be land spread on pastureland.

- The required area for spray irrigation of treated effluent must be based upon the design hydraulic application rates as applied to the anticipated average flow.

- Temporary septic tank use will be directly related to the time necessary for site improvement construction and/or the time necessary for the County to provide wastewater treatment service in the case of septic systems being used for interim treatment. The septic tanks will be discontinued upon the availability of wastewater treatment service except in the case of construction trailers or model centers which may not have collection lines run to them. The temporary septic tanks for construction trailers will be discontinued upon completion of construction. Collection lines will be run to the model centers prior to completion of construction.

The following are recommended conditions of approval:

- The Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village and Route 347 shall be incorporated as a Development Order condition.

- The selection of Cannon Ranch spray irrigation sites shall be based on a complete analysis of the treated effluent and a detailed hydrogeological analysis of the site(s) to determine the potential for groundwater contamination from any hazardous water or other pollutants.

- No disposal of non-domestic waste into the sewer system shall be permitted.

- In the event that Levels of Service commitments, as stipulated in the ADA and the Internal Wastewater Treatment Agreement with Pasco County cannot be made concurrent with the project's demand for service, Pasco County shall cease issuing project development permits until such time as provision of adequate wastewater treatment can be assured.

WATER SUPPLY

Environmental regulations to protect the human life and health shall be strictly enforced. (6.12.1, F.R.)

The policy of the region shall be to encourage the use of the lowest quality water reasonably available and suitable to a given purpose in order to reduce the unnecessary use of potable water. (8.1.1, F.R.)

Incentives shall be developed to foster the adequate treatment, utilization or reuse of water resources in those areas where drinking water quality is not required. (8.1.2, F.R.)

The permitting of new developments proposing the use of the community water supply shall be compatible with any proposed regional potable water supply and distribution facility. (8.1.3, F.R.)

A comprehensive regional, long-term water conservation program shall be developed. Strategies consistent with this regional program shall be developed and implemented on the local level. (8.2.1, F.R.)

Ensure that no overdrafting of potable groundwater supplies occurs. (8.3.2, F.R.)

Ensure that public water supplies meet State Drinking Water Standards. (8.3.3, F.R.)

The average total demands for potable water for this project is projected to be 2.10 million gallons per day (gpd) at build-out. The average daily potable demand is projected to be 505,100 gpd for Phase I, 583,901 gpd for Phase II, 700,870 gpd for Phase III and 311,250 gpd for Phase IV. The projected total daily demand for non-potable water is 1.454 million gpd. The average daily non-potable demand is estimated to be 941,000 gpd for phase I, 93,000 gpd for Phase II, and 420,000 for Phase III.

The existing water service, provided by Pasco County, is capable of providing approximately 500,000 gpd of potable water, which is sufficient for Phase I only. The Pasco County Master Water Plan calls for the installation of two public water wells within the project. Each of these wells will provide approximately one million gallons per day (MGD) of potable water, for a total of 2.5 MGD to the development.

Non-potable water will be provided by treated effluent supplemented with private on-site wells and water from adjacent ponds and lakes.

The applicant states that all of the existing on-site wells, with the exception of two wells a 10" and 12," which will probably be cement plugged. The 10" and 12" wells will be retained to satisfy irrigation needs on an interim basis. Two one-acre sites have been established for the proposed Pasco County public wells and will be donated to the County by the developer.

The applicant has stated that the internal potable water distribution system will be constructed within the proposed road rights-of-way and will be deeded to Pasco County. Pasco County will assume ownership of the facilities and responsibility for operation and maintenance. Pasco County will also own and operate the two proposed public wells. Any existing and proposed irrigation wells will be owned, operated and maintained by individual owners and/or homeowner's associations.

The developer acknowledges the need for consumptive use permits for pumping from the 10" and 12" wells, and the requirements of Rule 17-22, F.A.C.

The following are recommended Development Order conditions:

- The developer shall submit an acceptable plan to Pasco County and the TBRPC for using only non-potable water for irrigation. The plan shall be included in the first annual report.

- The entities responsible for maintenance and operation of any on-site wells shall be identified in the Development Order.

- Water-saving devices shall be required in the project as mandated by the Florida Water Conservation Act (Section 533.14, F.S., 1985), and native vegetation shall be used in landscaping to the greatest extent possible.

SOLID WASTE

Appropriate governmental agencies shall be required to develop plans to prevent, abate, and control surface and groundwater pollution. (8.6.1, F.R.)

In regionally significant development proposals, developers shall assess the cumulative impacts of such activities as dredge and fill, waste disposal, and construction on the health of the natural systems. (8.9.3, F.R.)

The use of energy-efficient packaging and/or recycled materials is encouraged. Participation in recycling programs is encouraged. (12.5.5, F.R.)

All hazardous waste generators should utilize waste exchanges. (13.1.3, F.R.)

Information shall be made available to hazardous waste generators and the public concerning the availability of existing companies that will accept wastes for recycle, reuse, exchange and treatment. (13.4.1, F.R.)

Disposal of commercial and industrial hazardous waste into sewer systems shall be eliminated. (13.8.1, F.R.)

Methods for promoting source reduction of solid wastes and energy conservation are encouraged through resource recovery, recycling and solid waste plans. (13.11.3, F.R.)

Cannon Ranch is projected to create 35.97 tons per day of solid waste for both residential and non-residential land uses.

No on-site solid waste disposal is to be provided within the development. The East Pasco landfill site located near Dade City will serve as the primary receiver location for solid waste. A second site, on Hay's Road, located approximately 13 miles west of the development site, will also serve as a receiver location. A letter from Pasco County in the ADA confirms the location of the second site.

The Cannon Ranch development does not anticipate any warehouse, light industrial or manufacturing uses, and does not anticipate the generation of potentially toxic or special wastes on-site.

It is a recommended Development Order condition that adequate solid waste disposal service for the project be required for all project phases and after build-out.

It is further recommended that Council policies regarding hazardous materials and wastes be incorporated as stated in the Recommended Regional Conditions section of this report.

ENERGY

Energy audits provided by the energy companies or other qualified agencies serving the region are encouraged. (12.2.1, F.R.)

The use of water heaters set at a maximum of 130 degrees F, or lower, and timers for off-peak use are encouraged. The installation of water saving fixtures to reduce consumption of hot water is encouraged. (12.2.2, F.R.)

The use of landscaping and building orientation to reduce heat gain should be used where feasible. (12.2.4, F.R.)

Commercial and industrial facilities are encouraged to work with or designate someone capable of energy analysis from inside or outside the business/facility, to establish energy policies, monitor energy use and encourage conservation. (12.5.1, F.R.)

Reduced levels of operation of all air conditioning, heating, and lighting systems during non-business hours are encouraged. (12.5.3, F.R.)

Elimination of advertising requiring lighting after business hours is encouraged. (12.5.4, F.R.)

The use of energy-efficient packaging and/or recycled materials is encouraged. Participation in recycling programs is encouraged. (12.5.5, F.R.)

Average daily electrical demand is projected to be 17,868 kilowatt hours at build-out with the peak hours demand at 32,758 kilowatts.

Electrical service will be provided by the Withlacoochee River Electric Cooperative, Inc. and Tampa Electric, which have indicated by letter their ability to service the project. The Withlacoochee River Electric Cooperative has a substation planned for this area, while Tampa Electric will require easements provided by the devleoper at no cost. No on-site electrical generating facility is proposed, but certain facilities, such as the proposed wells and treatment facilities will be equipped with back-up operational systems to ensure continued electrical service during emergency situations.

The developer will use energy saving techniques pertaining to specific building design and use of energy efficient building materials where feasible.

It is recommended that the following be Development Order conditions:

- The applicant shall encourage all Cannon Ranch residents and commercial tenants to obtain energy audits provided by energy companies or other qualified agencies.

- The applicant shall encourage Cannon Ranch residential builders and owners to install water heater timers and set water heaters at 130 degrees Fahrenheit or lower.

- Where economically feasible, all Cannon Ranch tenants, businesses, residents, etc. should use energy alternatives, such as solar energy, resource recovery, waste heat recovery and cogeneration.

- Cannon Ranch should work with or designate an energy officer to establish energy policies and to monitor energy use and encourage conservation.

It is further recommended that Cannon Ranch encourage:

- reduced levels of operation of all air conditioning, heating, and lighting systems during non-business hours,

- elimination of advertising requiring lighting after business hours,

- participation by project tenants in recycling programs, and

- the installation of total energy systems where cost effective.

EDUCATION

The location of facilities shall be used to guide urban development and assist in the implementation of approved local and regional plans. The rate of private development should be commensurate with a reasonable rate of expansion of public and semi-public facilities. (17.2.1, F.R.)

The proposed Cannon Ranch is projected to generate 2,834 students to the Pasco County school system build-out in the year 2009. The projection is based upon school ratio format tables supplied by Pinellas County School Board and the University of Florida Department of Research statistics, as modified to incorporate Pasco's County's demographic profile.

The applicant will dedicate two fifteen-acre elementary school sites no later than 120 days after issuance of a Development Order as required in the master PUD Conditions of Approval.

An appropriate Development Order condition would be dedication of two 15-acre school sites acceptable to the Pasco County School Board.

RECREATION AND OPEN SPACE

Park and recreation lands shall be planned for multiple usages and located in areas most suitable to adequately satisfy the needs of the resident and seasonal population. Planning of park and recreational facilities shall include consideration of protection of environmental and natural resources, energy efficiency and the

orderly extension and expansion of other public facilities and services. (10.10.3, F.R.)

Land set aside for recreational purposes shall be determined suitable for that purpose during the site planning process and should not be land which is remaining after development. (10.10.5, F.R.)

Recreation and park sites shall be held inviolate against diversion to other uses except in instances of overriding public needs. (10.11.1, F.R.)

Access to park/recreation facilities and services for the elderly, handicapped and economically disadvantaged, shall be required. (10.12.1, F.R.)

New development shall be compatible with the recreational use of adjacent areas and, where appropriate and feasible, provide for non-vehicular access. (10.12.3, F.R.)

A variety of recreational opportunities, including utilization of unique natural features and scenic areas, is encouraged. (23.2.1, F.R.)

The Cannon Ranch Master Development Plan provides for a variety of recreational needs and open space. This development plan indicates that approximately 45 percent (913 acres) of the total site will be used as wetland/ conservation areas, proposed lakes, golf courses, an equestrian center, neighborhood parks, open space and a library, as follows:

LAND USE	ACRES
Proposed Lakes	245
Conservation Areas	310
Golf Course (clubhouse)	275
Equestrian Center	22
Recreational Center	6
Neighborhood Parks	25
Buffers/Open Space	70

Approximately 250 acres will accommodate 27 holes of golf situated along the Bayou Branch, it's tributaries and associated wetlands. It is anticipated that the 18-hole golf course and clubhouse will be initially open to both the public and community residents initially to economically justify start-up construction and maintenance costs.

The 9-hole golf course is designed to integrate with the existing 18-hole course. The clubhouse, situated on the highest elevation on the site, will sreve as the focal point for most activities, both recreational and social, within the Cannon Ranch community.

A recreation center is also proposed to provide a gathering place for residents, potentially offering tennnis courts, racket/handball courts, tot lot, a swimming pool, and pavilion. Due to its proximity to higher density attached housing areas, it is anticipated this will serve primarily young adult residents and families with children.

Internal neighborhood parks have also been indicated throughout the site in areas which offer some unique features such as existing tree stands, water bodies, or significant topographic relief. These areas are provided as primarily passive recreation centers for community residents. It is not intended that these areas will be dedicated for public use. The equestrian center, located in the southwest portion of the site, will allow area residents to maintain and ride horses on-site. This facility is planned as a recreational land use for both community residents and the general public and may be leased for shows and other related activities. This area will include natural riding trails meandering adjacent to the existing low lying scenic marshes and grassy ponds.

Pedestrian pathways are proposed within buffers between residential areas and neighborhood parks, recreation facilities and shopping areas. Bicycle travel will be accommodated through a combination of roadway design consideration and separate travel ways as traffic safety considerations dictate.

The proposed neighborhood parks, recreation center and clubhouse will provide use of swimming pools, tennis racquetball courts, and picnic areas for residents.

It is an appropriate Development Order condition that the entity(ies) to be responsible for the maintenance of all recreation and open space areas (including the equestrian center, recreation center, bikeway paths, and golf courses) be identified in the Development Order.

Another appropriate Development Order condition will be that each and every public and private parks, open space, golf courses and equestrian amenities designated by the developer on the master site plan shall be restricted by binding deed covenant to remain as an active or passive recreational open space amenity in perpetuity. Any proposal to change the master plan open space use shall be subject to a substantial deviation determination as defined in Subsection 380.06 (19), F.S.

HEALTH CARE

> Future development activities should, at minimum, maintain the level of fire, police and EMS services currently available in the region. (7.2.1, F.R.)
>
> Police, fire fighting and EMS facilities, equipment, personnel, and training shall be provided in all areas of the region. (7.2.6, F.R.)

Comprehensive Emergency Management plans that have provisions for preparedness, response, recovery and mitigation are required at the regional and county level. (7.4.1, F.R.)

All institutions and public facilities shall be considered by local Red Cross Chapters for their suitability as emergency shelters. (7.6.4, F.R.)

No provision has been made for health care facilities on-site, although an area planned for up to 50,000 square feet of retail commercial may accommodate professional medical offices, under the current zoning classifications.

Excess hospital capacity in the Central Pasco and North County area should extend into the 1990s, according to the ADA.

It is anticipated that an additional 53 beds would be needed to serve this development at build-out.

Humana Hospital in Dade City is approximately seven miles from the site. The East Pasco Medical Center is located in Zephyrhills, and offers full medical services and 24-hour emergency ambulance service.

The Pasco County Emergency Medical Services Department, emergency medical service is provided by Pasco County out of Dade City approximately five and a half miles from the site. The approximate response time from this station would be nine to eleven minutes.

The San Antonio Volunteer Fire Department has trained emergency medical technicians (EMT) on their volunteer staff and will assist in any emergency medical situation. The anticipated response time from the San Antonio Volunteer Fire Department is approximately five to seven minutes.

In addition, an emergency medical services facility is planned in Phase II of One Pasco Center, located directly northwest of Cannon Ranch.

Both Pasco County and San Antonio have indicated that fire and EMS service is only sufficient for Phase I.

The following are recommended as appropriate Development Order conditions:

- The entity and capability to provide emergency medical service to this development nd the degree of developer participation in expansion of services for each phase of development shall be set forth in the Development Order.

- The developer shall provide assurances of adequate EMS for each phase of the project.

POLICE

All residential developments are encouraged to organize a neighborhood watch program as part of the homeowners association. (7.1.3, F.R.)

New developments shall provide land or fees to address the developments impact on public and semi-public facilities through appropriate local policies and ordinances. (17.3.1, F.R.)

The Cannon Ranch development lies within the unincorporated portion of Pasco County, with police protection provided by the Pasco County Sheriff's Department. A letter in the Sufficiency Respnse from the Pasco County's Sheriff's Office indicates a commitment to serve the project but also cautions that new demands are as yet unquantified.

No police protection facilities or services are currently planned for the development.

It is appropriate that a Development Order condition be assurance of adequate police protection to serve the development.

It is also an appropriate Development Order condition that the entity and capability to provide police protection service to this development and the degree of developer participation in any expansion of services necessitated by this development shall be set forth in the Development Order.

FIRE

The provision of adequate water supplies and pressure for fire fighting activities as defined by federal, state and local requirements shall be required of all new developments. (7.2.7, F.R.)

The use of fire protection measures as defined by federal, state or local requirements shall be required for all new development. (7.2.8, F.R.)

Comprehensive Emergency Management plans that have provisions for preparedness, response, recovery and mitigation are required at the regional and county level. (7.4.1, F.R.)

The location of facilities shall be used to guide urban development and assist in the implementation of approved local and regional plans. The rate of private development should be commensurate with a reasonable rate of expansion of public and semi-public facilities. (17.2.1, F.R.)

The advance acquisition of potential public and semi-public facility sites should be incorporated into capital improvement

programs as a guide to orderly growth and development. (17.2.2, F.R.)

New developments shall provide land or fees to address the developments impact on public and semi-public facilities through appropriate local policies and ordinances. (17.3.1, F.R.)

The Cannon Ranch development lies within the jurisdiction of the San Antonio Volunteer Fire Department located two miles east of the project site. This department is funded primarily through service subscriptions received from the community. Additional fire equipment is anticipated for purchase in the next six to eight months to increase fire protection capability.

Pasco County and the San Antonio Volunteer Fire Department have a Mutual Aid agreement whereby either jurisdiction will respond if requested by the other. The anticipated response time from the San Antonio Volunteer Fire Department is approximately five to seven minutes.

The applicant indicates that the San Antonio Volunteer Fire Department has advised the developer of the required "assessment fee" of $12.50 per lot. The $12.50 per lot assessment fee will be applied directly to the acquisition of new fire fighting equipment, according to recent conversations with Mr. Mike Morgan, Fire Chief, San Antonio Volunteer Fire Department.

Two on-site wells will be provided in Phase I, meeting the minimum required 1,500 gallons per minute fire flow rate for the necessary fire protection throughout the development build-out period and beyond.

It is appropriate that the following be Development Order conditions:

- The entity and capabilty to provide fire protection service to this development and the degree of developer participation in any expansion of services necessary to support each phase of development shall be set forth in the Development Order.
- Prior to each phase, assurance of adequate fire protection shall be required.
- Each phase of the development shall meet the State Fire Code, Rule 4A-3.012, F.A.C. (Standards of the National Fire Protection Association) or Pasco County Fire Code Requirements, which ever are stricter.

HOUSING

A variety of housing options should be available and affordable to elderly residents in order to alleviate a major economic and social dilemma for elderly citizens. (4.4.3, F.R.)

Major residential developments should provide some living units (with different numbers of bedrooms) as accessible units for the handicapped and their families. (5.4.9, F.R.)

Residential areas shall be located and designed to protect life and property from natural and manmade hazards such as flooding, excessive traffic, subsidence, noxious odors and noise. (16.5.1, F.R.)

Residential land uses shall be encouraged in a manner which is compatible with the type and scale of surrounding land uses. (16.5.2, F.R.)

Existing residential areas shall be protected from the encroachment of incompatible activities; likewise, other land uses areas should be protected from the encroachment of incompatible residential activities. (16.5.3, F.R.)

Cannon Ranch will have a 6.85-unit per acre net residential density with no single predominant unit type. However, the anticipated unit mix by sales price/rent and unit type at build-out is as follows:

Unit Type	% Total	Price Range
Single Family Detatched	44.1	$65,000 - $250,000
Townhomes	18.4	$75,000 - $200,000
Golf Course Villas	18.3	$75,000 - $200,000
Garden Villas	19.2	$ 350 - $ 600/month

Price	% Total Units
$ 50,000 - $ 74,999	10.36
$ 75,000 - $ 99,999	44.40
$100,000 - $149,999	35.30
$150,000 - $199,999	22.88
$200,000 - $250,999	2.06
	100.00

The applicant does not anticipate constructing any of the proposed residential units. Finished lots will be sold by the developer, with road, water, sanitary sewer and drainage facilities in place. Multi-family units will be developed as tracts of land having access to major transportation linkages and utilities. The developer will then offer these sites to various builders, who will themselves construct the finished units.

The Cannon Ranch is anticipated to generate approximately 14,890 residents at build-out. Approximately 70 percent of the total dwelling units will be targeted for year-round residents, with approximately 10 percent of the single family units and 30 percent of the villas to be utilized on a seasonal basis. The over-55 age group will comprise approximately 50 to 60 percent of the end users; 40 to 50 percent will be comprised of families and first-time home buyers. The targeted age groups will be established

professionals and upwardly-mobile families. Much of the existing and projected Pasco County housing market is expected to fall within the range of the income parameters for moderate income households as defined by both HUD and the Florida Housing Finance Agency.

The buffering of residential areas from commercial development will be ensured as part of the zoning conditions set forth by Pasco County. Specific performance standards were developed regulating landscaping, screening, buffer widths, set-backs and building coverage. These performance standards exceed current Pasco County zoning district regulations presently required under existing MPUD and C-2 districts. The applicant intends to record various deed restrictions and restrictive covenants to ensure uniform development control and maintain the high standards necessary for future quality development.

A homeowners association will be established to provide protection of residential areas.

The applicant states that all applicable design regulations dealing with the removal of architectural barriers to the handicapped will be encouraged.

SHOPPING CENTER

The proposed Cannon Ranch development will include approximately 565,000 square feet of commercial space. This development will provide services to residents as well as the surrounding community. The projected annual permanent employment for the commercial area is 954 people.

The actual store mix of the retail shopping establishments has not been decided, however, it is assumed that the major anchor tenants will be new or branches of businesses which are already established in the region. Many of the smaller tenants will be locally-owned establishments.

By completion of Phase I, the project is estimated to create commercial demands sufficient to support approximately 187,000 sq. ft. of commercial space. This is projected to increase to 936,000 sq. ft. at build-out.

EXHIBIT D

Cannon Ranch
Master Planned Unit Development (#3664)
Conditions of Approval

CANNON RANCH
MASTER PUD
CONDITIONS OF APPRO' L

1. Prior to the first preliminary/site plan approval, the developer shall submit to the County Engineer for approval by the Development Review Committee (DRC) a Master Drainage Plan for the entire project. Said Master Drainage Plan shall consist of a Master Drainage Report and Master Drainage Plan drawings and all items specified within "Master Drainage Plan Preparation Guidelines for Proposed Developments in Pasco County." In addition, the ownership and maintenance responsibilities for the drainage system(s) shall be indicated in this plan. The existing wetlands shall be referenced on the plan.

2. The developer shall submit drainage plans to include drainage maps for all predevelopment and post-development drainage watersheds, runoff computations for each watershed, detention/retention computations and quantities, drainage structure, pipe, swale, ditch, and other appurtenant location, size, cross-section, type, and sizing computations for each phase of an increment, which shall be in conformance with the above-referenced Master Drainage Plan, prior to submission of the construction plans for that phase. The subsequent construction drawings for all or a portion of that increment (parcel) shall indicate how and when the drainage system for that portion will coordinate with that of the entire increment's (parcel's) drainage system and the Master Drainage Plan. No design of an individual increment (parcel) or portion of an increment (parcel) shall be dependent upon the ultimate construction of future increments (parcels), unless an interim design for drainage through a future increment(s) (parcel(s)) is approved by the DRC.

3. Prior to approval of the Master Drainage Plan, an ownership and maintenance program for preservation/conservation areas, recreation areas, recreational vehicle storage areas, drainage areas, detention and retention ponds, common areas, and landscape buffer areas must receive DRC approval. The program will also acknowledge how and when the ownership and maintenance responsibilities will be conveyed.

4. Prior to the first preliminary/site plan approval, a revised Master Development Plan shall be submitted for review and approval by the County. The revised plan shall show at least the following additons:

   a. A library site (RE: Condition 7).

   b. A public parkland parcel(s) (RE: Condition 15).

   c. Two school sites (RE: Condition 8).

   d. The right-of-way for realignment for C.R. 577 through the project at the location described on Exhibit "A" attached hereto.

   e. Construction phasing plan (RE: Condition 11).

   f. Recreational vehicle storage site (if any) (RE: Condition 10).

   g. The approximate acreage of each increment (parcel).

   h. A driving range south of the clubhouse.

   i. A list of all changes from the previous Master Development Plan.

5. The developer shall provide a letter of commitment and/or approval for water and/or sewer services from the appropriate serving utility prior to construction plan approval. A Master Utility Plan for the entire development must be submitted to the DRC for review and approval prior to approval of the first preliminary/site plan. This Utility Plan shall minimally show the following:

   a. Trunk sewer lines and lift stations.

   b. Main potable water lines and nonpotable water lines.

   c. Any overhead electric lines.

   d. Method of lighting all major roads.

   e. Sewage treatment facility location.

f. Discuss the proposed method of treatment and the possibility of a nonpotable water system for irrigation.

6. A tree survey and/or an on-site tree marking (at DRC's discretion), which distinguishes the trees to remain and to be removed, shall be submitted with each preliminary plan. Such survey or marking plan shall overlap the adjoining phase by approximately two hundred feet (200'). Said survey or marking plan shall show the limits of the predevelopment and postdevelopment tree canopy; consequently, not only road layout but also lot layout should be incorporated in said plan. The intent of this condition is to maintain a significant amount (as determined by the DRC) of the existing tree canopy and specimen sized trees; therefore, the DRC shall have the right to deny or recommend modifications to the preliminary site plan layouts that do not maintain this intent.

7. The developer agrees to donate, to the County, a five- (5-) acre parcel of land for a library. The five- (5-) acre parcel shall be located on C.R. 577 immediately north of the neighborhood park and east of Parcel 10. The developer may have up to one hundred twenty (120) days to donate such land from the time of the issuance of the Development of Regional Impact/Development Order (DRI/DO) or the enactment of a Predevelopment Order Agreement (PDA), whichever comes first.

However, if after the 2,000th residential Certificate of Occupancy has been issued and the construction of the library facility has not been contracted/started, then this land shall revert back to the developer. The developer shall participate in the architectual review of the design and construction of the library facility.

8. The developer shall deed to the County School District a minimum of two fifteen- (15-) acre school sites within one hundred twenty (120) days from the date of the District's request. Said sites shall be shown on the required revised Master Development Plan.

9. a. The ordinances and regulations current at the time of preliminary or site plan submittal shall be in effect, unless the matters regulated thereby are specifically covered in the MPUD approval, and/or unless otherwise specifically stipulated herein and/or in the DRI/DO or as specifically modified at the request of the developer following review by the DRC and approval by the Board of County Commissioners (BCC).

b. A preliminary plan must be approved for an entire increment (parcel) prior to any phase construction drawing approval within the increment (parcel). A concept design (overall layout) must be approved by the DRC for an entire multifamily or commercial increment (parcel) prior to any phased site plan approval within the increment (parcel). The maximum number of units for Cannon Ranch shall not exceed 5,956. Residential and commercial developments shall occur in accordance with Tables I, II, III, and IV attached hereto. The number of units and density may increase or decrease within any specific increment (parcel) shown on the Master Development Plan provided:

(1) The land use categories listed on Table II are pyramidal, so that a less intense and/or dense type of residential unit is allowable in the higher intensity/density, land use increments (e.g., larger lot size). Single Family I, Single Family II, Multifamily I, or Multifamily II may be constructed in Multifamily III and so forth. Residential use shall not be intensified (e.g., Multifamily I in a Single Family II parcel) within any one increment (parcel) from that which is shown on the Master Development Plan.

(2) There is a corresponding increase or decrease, as appropriate, in some other increment (parcel) to indicate that the total unit threshold of 5,956 is not exceeded.

(3) The increase in dwelling units for that increment (parcel) does not exceed twenty percent (20%).

(4) Individual increment (parcel) dwelling unit density (including lot size) and use (unit type) shall be as specified in Tables I, II, and III.

c. Residential use shall not be intensified (e.g., housing types and lot size) from that which is shown on the preliminary/site plan within any one increment (parcel) following approval of the plat or final site plan for the first unit in that increment (parcel) without review and approval by the Board of County Commissioners.

d. With any zero lot line and/or cluster development (e.g., single family in a multi-family increment (parcel)), the County may add additional performance standards during the time of preliminary/site plan approval. With these types of developments, the developer shall submit a concept sketch for the Planning Department's review, prior to submission of a preliminary/site plan. The Zoning Administrator shall have the authority to approve, reject, or recommend modifications to the concept sketch. Any such action by the Zoning Administrator is subject to appeal to the Board of County Commissioners.

e. With the submittal of each preliminary or site plan, the developer shall also submit the accumulative number of residential units by type and the gross leasable square footage of nonresidential structures which have received preliminary and final site plan approval from the County and those of which have been record platted and/or constructed. In addition, if any redistribution of units is proposed, pursuant to the guidelines above, the developer shall submit an amended Master Development Plan to the Zoning Administrator illustrating unit redistribution.

10. With the submittal of the first preliminary/site plan, the developer may designate, on the Master Development Plan, a site or sites which do not exceed a total of five (5) acres to be used for recreational vehicle storage for the exclusive use of Cannon Ranch residents. Such a site(s) shall have appropriate landscape buffering and must be approved by the Zoning Administrator. The site(s) must obtain commercial site plan approval prior to development and be owned by the mandatory homeowner's association.

11. The developer shall dedicate to the public the appropriate amount of right-of-way for the following roadways as they are designated, or as they may be reclassified by a future adopted road classification map.

a. C.R. 577 - Major collector; however, no more than eighty-five feet (85') from centerline, plus that required by Condition 4.d.

b. S.R. 52 - Major arterial; no more than one hundred five feet (105') from centerline.

c. Tucker Road - Minor collector (one-half).

d. Cannon Boulevard - Major collector.

e. Internal Major Roads - as determined by the functional classification of the road.

However, in any event, sufficient right-of-way shall be dedicated so that the typical roadway cross section structural design will meet the requirements of Section 336.045, Florida Statutes. Reductions in right-of-way may occur, if approved by the County, where the road stormwater treatment and storage is within an adjacent increment (parcel). At intersections of major roads, where more right-of-way is needed to accommodate the roadway, additional right-of-way shall be provided.

The developer shall submit a plan indicating the construction phasing of the major internal and adjoining roads. Approval must be obtained from the DRC prior to the first preliminary/site plan approval. Said phasing can be amended at the request of the developer by the DRC. The County shall have the right to require specific dates of right-of-way dedication and/or completion of construction for any of these major roads at the time of each preliminary/site plan submittal.

The major roads shall be extended through Parcel 25 (Increment) to the west project boundary line and through Parcel 3 to the north project boundary line. The major road through Parcel 3 does not need to be stubbed out until or unless there is a firm and specific committment to construct a road from S.R. 52 southward to the Cannon Ranch development, which will provide project access to S.R. 52.

12. The developer shall construct:

a. A parallel road or provide a cross access easement to S.R. 52 through and/or adjoining the C-2 commercial sites. The revised Master Development Plan shall indicate this route (see Condition 4).

b. Tucker Road from the major internal road eastward to C.R. 577. This road shall be constructed no later than when the major internal road is connected/constructed to Tucker Road.

c. All internal roads.

13. Vehicular access rights shall be dedicated/donated to the County along all major roads as shown on the Master Development Plan within or adjoining the project (including S.R. 52, C.R. 577, and Tucker Road). Landscape buffering shall be provided along these roads in accordance with Table IV. A unifying landscape buffer plan for these major roads shall be provided to the DRC for approval prior to the approval of the first preliminary/site plan. No structures shall be closer than thirty-five feet (35') from the right-of-way of these major roads.

14. All landscape buffers shall be platted as tracts to the mandatory homeowner's association. The land areas of the landscape buffers, are not calculated as part of the adjoining increment (parcel). However, the buffers shall be constructed no later than with the development of that adjoining increment (parcel).

15. The developer shall contribute a total of two hundred sixty-two thousand one hundred dollars ($262,100.00) in lieu of parkland dedication at the time of first record plat. Further, fifty dollars ($50.00) per unit (including multifamily units) park service fee shall be paid at the time of each record plat or, where no plat is required, at the time of each building permit. These fees shall be in lieu of any and all recreational/park impact fee that may be adopted or imposed by the County.

16. There shall be no development within the project unless the developer complies with the provision of Chapter 380, Florida Statutes, and rules and regulations adopted pursuant thereto. The developer agrees that the conditions of this Master PUD may be modified or added to by the County, based on the findings of any DRI/ADA and/or DO.

17. The County will use the data submitted in this rezoning application as the basis for County approvals of plans, unless otherwise stipulated herein.

18. Any decisions or matters which, under the conditions of the MPUD, require approval by the DRC or allow modification by the DRC may be appealed to the Board of County Commissioners and, where appropriate, to the Courts.

BUFFER MATRIX (a) TABLE IV

PROPOSED LAND USE (b)	ABUTTING DEVELOPMENT OR PERMITTED USE (c)						
	A/R	SF I	SF II	MF I	MF II	MF III	CM
Agricultural/Residential (A/R)	-	-	-	-	-	-	-
Single Family Detached (SF I)	A	-	-	-	-	-	-
Single Family Detached (SF II)	B	A	-	-	-	-	-
Multi-Family (MF I)	C	B	A	-	-	-	-
Golf Course Villas (MF II)	D	C	B	A	-	-	-
Garden Villas (MF III)	D	D	C	B	A	-	-
Commercial (CM)	E	E	E	E	E	E	-

(a) A buffer shall be land area with landscaped screening which may only be occupied by underground utilities, retention areas, pedestrian and bicycle paths, light standards, berms, low walls and/or landscape materials. Walls, fences or other structures over 3 feet in height shall only be located between required buffer and proposed land use. Buffers shall be in addition to all other setbacks.

(b) No buffer shall be required if uses are separated by open spaces of a minimum width of 150 feet. All lots/units abutting major internal and external roadways shall require a Type "C" buffer. Where abutting land uses are separated by a major roadway as defined by the Master Development Plan, the Type "C" buffer shall be sufficient.

(c) Abutting land use/zoning shall be determined to be the most similar category listed.

BUFFER TYPES (a)

	A	B(c)	C(c)	D(c)	E(c)
Minimum Width (b)	5'	10'	15'	20'	25'
Minimum Landscaping (d)					
a. Trees	1	2	3	4	5
b. Shrubs	20	25	30	45	65

(a) All buffers shall be 75% opaque within one year and a minimum of 6 feet in height unless a modified landscape buffer plan is approved by the Zoning Administrator or the Board of County Commissioners.y

(b) Distance measured horizontally between proposed use and abutting development or permitted use to be screened.

(c) Buffers may be reduced in width by 40% and shrub requirements reduced by 60% if a 6 foot high opaque wall, fence or berm is provided.

(d) Required average number of trees and shrubs per 100 linear feet.

PERFORMANCE STANDARDS

TABLE III

LAND USE CATEGORY	SINGLE FAMILY I	SINGLE FAMILY II	MULTI-FAMILY I	MULTI-FAMILY II	MULTI-FAMILY III	CONVENIENCE COMMERCIAL	NEIGHBORHOOD COMMERCIAL CENTER
HOUSING TYPE	DETACHED HOMES	DETACHED HOMES	TOWNHOMES	GOLF COURSE VILLAS	GARDEN VILLAS	N/A	N/A
MINIMUM SITE AREA (SQUARE FEET)	N/A	N/A	15,000	20,000	20,000	10,000	75,000
MINIMUM LOT AREA (SQUARE FEET)	9,500	6,000	(a)	N/A	N/A	N/A	N/A
MINIMUM LIVING AREA (SQUARE FEET)	1,200	1,000	850	750	550	N/A	N/A
MINIMUM LOT WIDTH (FEET) (b)	80	60	(a)	N/A	N/A	N/A	N/A
MINIMUM SITE WIDTH (FEET)	N/A	N/A	100	125	125	100	250
MINIMUM LOT DEPTH (FEET)	100	85	(a)	N/A	N/A	N/A	N/A
MINIMUM SITE DEPTH (FEET)	N/A	N/A	100	125	125	N/A	N/A
MAXIMUM BLDG. HEIGHT (FEET) (c)	35	35	35	45	45	35	35
MAXIMUM SITE COVERAGE (%) (d)	55	55	55	55	55	55	55
MINIMUM SETBACKS (FEET) (e)							
FRONT YARD	25	20	(a)	N/A	N/A	30	50
SIDE YARD	10	N/A	(a)	N/A	N/A	N/A	N/A
REAR YARD	25	15	(a)	N/A	N/A	N/A	N/A
BETWEEN BUILDINGS	N/A	12	15(f)	15	15	N/A	N/A
FROM PUBLIC RIGHT-OF-WAY	25	20	18	18	18	30	50
FROM CENTERLINE PRIVATE STREET (g)	45	45	30	30	30	N/A	N/A
FROM LAND USE BOUNDARIES	N/A	N/A	15	20	20	N/A)	25

FOOTNOTES:

(a) LOT CRITERIA SHALL ONLY APPLY WHEN UNITS ARE BEING PLATTED FEE SIMPLE SUBDIVISION. THE LOT SIZE SHALL BE OF SUFFICIENT SIZE TO ACCOMMODATE A FOOT PRINT NO SMALLER THAN THE INDIVIDUAL UNIT BUT MAY BE LARGER TO ACCOMMODATE PRIVATE FRONT YARD, REAR YARDS, OR SIDE YARDS. ALL FEE SIMPLE LOTS SHALL HAVE ACCESS BY PUBLIC STREET, PRIVATE STREET AND/OR COMMON AREAS.

(b) MINIMUM LOT WIDTH SHALL BE MEASURED AT THE BUILDING LINE. THE BUILDING LINE IS THE FRONT FACE OF MAIN BUILDING ON LOT. MINIMUM FRONT LOT LINE SHALL BE 30'.

(c) NOT TO EXCEED TWO STORIES WITHIN 200 FEET OF PROPERTY BOUNDARY LINES.

(d) SITE COVERAGE IS DEFINED AS LAND AREA OCCUPIED BY STRUCTURES WITHIN THE BOUNDARIES OF A SPECIFIC DEVELOPMENT PARCEL OR INCREMENT.

(e) SETBACKS SHALL APPLY TO MAIN BUILDING OR STRUCTURE. SEE BUFFER MATRIX (TABLE IV) FOR ADDITIONAL REQUIREMENTS. DETACHED GARAGES, CARPORTS, SCREENED ENCLOSURES AND OTHER ACCESSORY STRUCTURES MAY HAVE LESSER SETBACKS SUBJECT TO APPROVAL OF THE ZONING ADMINISTRATOR OR BOARD OF COUNTY COMMISSIONERS. SETBACKS INDICATED ON AN APPROVED PRELIMINARY PLAN FOR A PARTICULAR PARCEL SHALL BE ADHERED TO THROUGHOUT DEVELOPMENT OF THAT PARCEL.

(f) MAY BE REDUCED TO NO LESS THAN 6 FEET FOR SINGLE FAMILY DETACHED HOUSING.

(g) PRIVATE STREETS MAY BE PLATTED IN SUBDIVISIONS IF CONSTRUCTED TO PASCO COUNTY SITE DEVELOPMENT PLAN REVIEW STANDARDS AND MAINTAINED BY THE LOT OWNERS. THE UTILIZATION OF PRIVATE ROADS WITH INVERTED CROWNS FOR LOCAL STREETS MAY BE PERMITTED PROVIDED DRC APPROVAL IS OBTAINED DURING PRELIMINARY SITE PLAN REVIEW; HOWEVER, IN SUCH AN EVENT, THOSE ROADS WOULD NEVER BE INCORPORATED IN THE COUNTY ROAD SYSTEM FOR MAINTENANCE.

TABLE II

PERMITTED USES WITHIN RESIDENTIAL LAND USE TYPES

LAND USE CATEGORY	PERMITTED USES (a)				
	SF-I	SF-II	MF-I	MF-II	MF-III
Single Family I Single family residential consisting of conventional detached homes.	X				
Single Family II Single family residential consisting of conventional detached homes and zero-lot-line detached homes.	X	X			
Multi-Family I Multi-family townhomes consisting of 2-12 units per bldg. all homes having individual ground floor access. Townhomes may be platted with individual or common parking. Patio homes may be developed as single family detached.	(b)	(b)	X		
Multi-Family II Golf course villas consisting of predominately 1 & 2 story multi-family structures with a majority of units (flats and/or townhomes) oriented to external or internal open spaces.	(b)	(b)	X	X	
Multi-Family III Garden villas consisting of predominately 2 & 3 story multi-family structures of flats, townhomes and/or maisonettes which provide a wide range of unit sizes in close proximity to community services.	(b)	(b)	X	X	X

FOOTNOTES:

a) With any zero-lot-line and/or cluster development, (e.g., single family in a multi-family increment) the County may add additional performance standards during the time of preliminary/site plan approval. Prior to submission of a preliminary/site plan, the developer shall submit a concept sketch for the Planning Department's review. The Zoning Administrator shall have the authority to approve, reject, modify or recommend modifications to the concept sketch. Any such action by the Zoning Administrator shall be subject to appeal to the Board of County Commissioners.

b). Multi-Family I performance standards shall be minimum criteria for single family development within all multi-family land use categories.

To: Development Order file

From: Suzanne Cooper, DRI Coordinator

Date: May 22, 1989

Subject: Development Order for # 163 - Cannon Ranch

This Development Order - rendered as the certified copy, is ~~of~~ a previous draft and does not incorporate the changes adopted by the Board of County Commissioners on 4/18/89.

Note, on the lower right hand corner of each page, "4/12/9", indicating that it is an April 12 draft.

The real Development Order is noted as "4/19/10"; we received the 4/19/10 version on 5/18.

The Dept. of Community Affairs received the 4/19/10 Order on May 8, 1989. It was postmarked (?) 5/5/89; per Jeff Steinsnyder to Roger Tucker on 5/22/89.

PASCO COUNTY, FLORIDA

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

PLANNING AND ZONING DEPT.
PASCO COUNTY GOVT. COMPLEX
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654

May 5, 1989

Ms. Suzanne Cooper, DRI Coordinator
Tampa Bay Regional Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

RE: Cannon Ranch Development of Regional Impact Development Order

Dear Ms. Cooper:

Attached please find for your records a certified copy of the Development Order for the Cannon Ranch Development of Regional Impact. The document was approved by the Pasco County Board of County Commissioners on April 18, 1989.

Sincerely,

Elizabeth A. Eginton

Elizabeth A. Eginton
Senior Planner

EAE/v050501:wp

Attachment

BY COMMISSIONER Wells

RESOLUTION NO. 89-145

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

WHEREAS, the Route 347 Realty Corporation, has filed with the Pasco County Planning and Zoning staff an Application for Development Approval and associated Sufficiency Responses, the sum total of which shall be referred to as the "Application"; and,

WHEREAS, the Application has been received in accordance with Chapter 380.06, Florida Statutes, as amended; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 18th day of April 1989, that:

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

CANNON RANCH DEVELOPMENT ORDER

A. General Findings of Fact

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

1. The Route 347 Realty Corporation hereinafter referred to as the "Applicant" or "Developer", has filed in accordance with Chapter 380.06, Florida Statutes, as amended, an Application for the Cannon Ranch Development of Regional Impact (DRI #163).
2. The Pasco County Board of County Commissioners is the local government governing body having jurisdiction over the review and approval of said Development of Regional Impact in accordance with Section 380.06, Florida Statutes, as amended.
3. The Board of County Commissioners is in receipt of a sufficiency notification from the Tampa Bay Regional Planning Council dated August 5, 1988.
4. Both the Pasco County Planning Commission and the Board of County Commissioners have scheduled and held public hearings on the above-referenced Application on February 15, 1989, and April 18, 1989, respectively.

cannon4:pl

4/12/9

5. Notice of these hearings has been published in a newspaper of general circulation at least 60 days prior to the date set for the Board hearing.

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

7. 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.

8. The Board of County Commissioners has received and considered the Tampa Bay Regional Planning Council report on the above-referenced Application.

9. 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 and the Development Review Committee.

10. The real property encompassed by this proposed Development of Regional Impact is owned by the Applicant and a description of said real property is attached hereto as Exhibit "A" and made a part hereof by reference.

11. 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", the Application for Development Approval, Sufficiency Responses, and associated correspondence; and in attached Exhibit "C", the specific Findings of Fact contained on Pages 4-19 and 35-67 of the Tampa Bay Regional Planning Council Final DRI Report. Both Exhibits are incorporated into this Development Order by reference herein.

12. The proposed Pasco County Future Land Use Map designation for the area subject to the Application is Mixed Use (MU), Retail-Office-Residential (ROR), and Residential-6 (RES-6). The land uses proposed in the Application are consistent with the policies of the adopted Pasco County Comprehensive Plan.

13. Zoning on the property which is subject to the Application is Master Planned Unit Development (MPUD) and General Commercial (C-2).

B. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

1. The Cannon Ranch Development of Regional Impact will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan, if any, applicable to the area encompassed by the Application.

2. The development is consistent with local land development regulations.

3. The development is consistent with the report and recommendations of the Tampa Bay Regional Planning Council.

4. The development is not in an Area of Critical State Concern.

C. Approvals

1. Specific approval with conditions is granted for Phase I of Cannon Ranch. Conceptual approval is granted for Phases II, III, and IV subject to a new traffic analysis as referenced in Specific Condition D.13.n.

2. All development of the property subject to this Development Order shall substantially conform to the Application, unless otherwise modified by the provisions of this Development Order. Additional adverse impacts beyond those which were predicted in the Application shall not ensue unless, prior to issuance of construction permits, mitigation is being implemented or is programmed pursuant to Pasco County, Florida Department of Community Affairs, and Tampa Bay Regional Planning Council policies and regulations.

3. Development of the area encompassed by the Application shall also be governed by the standards and procedural provisions of the adopted Pasco County Comprehensive Plan in effect when this Development Order is finalized and land development regulations of Pasco County current at the time of preliminary/site plan submittals.

a. All conditions of the Master Planned Unit Development zoning (Pasco County #3664), approved August 18, 1987, shall remain in effect and are appended to this Development Order as Exhibit "D", except for Development Order Condition D.14.a., which shall prevail unless waived by the Pasco County Board of County Commissioners.

b. The requirements of and conditions imposed by this Development Order shall constitute regulations or restrictions which govern 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 therein. Such regulations and restrictions shall be binding upon all successors in interest to any of the parties hereto.

4. If the Board of County Commissioners determines that any development on an individual tract or increment is not in substantial compliance with the Development Order or any other provisions thereto are not complied with,

all development on that increment or tract shall cease until the increment or tract in question is again being developed or the provision in question addressed in compliance with the Development Order.

5. All of the Developer's commitments (attached as Exhibit "E") and set forth in the Tampa Bay Regional Planning Council's Final DRI Report shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this Development Order.

6. Excess infrastructure capacity constructed to potentially serve latter phases of the development shall be at the Developer's risk and shall not vest latter phase development rights.

7. A revised Master Development Plan that incorporates the changes required pursuant to this Development Order shall be submitted to the Planning Department for review and to the Development Review Committee for a determination of compliance with this Development Order within 45 days of approval of this Development Order, prior to the first preliminary/site plan submittal, unless extended by the Development Review Committee or the Board of County Commissioners.

D. Specific Conditions

1. Phasing Schedule

a. Development of Cannon Ranch shall proceed in accordance with the following proposed phasing schedule:

TABLE 1

CANNON RANCH

PROJECT PHASING SCHEDULE[1]

	Development Phase				
	Phase I (1994)	Phase II (1999)	Phase III (2004)	Phase IV (2009)	Total
Land Use	Project Size	Project Size	Project Size	Project Size	Project Size
Single-family (du)*	824	782	1,015	---	2,621
Multifamily (du)	210	485	403	---	1,098
Golf Course Villas (du)	110	343	636	---	1,089
Garden Villas (du)	---	---	---	1,148	1,148
Convenience/Shop (ksf)**	5	5	---	5	15
Community Shopping Center (ksf)	350	---	---	---	350
Neighborhood Shopping Center (ksf)	---	150	---	50	200
Golf Course (holes)	18	---	9	---	27
Park (number)	2	1	1	1	5

* du = dwelling unit
** ksf = 1,000 square feet

[1]The phasing of the project will be by square footage/dwelling units of development determined by market conditions. That is, the mix of multifamily, single-family residential units and commercial square footage may vary within the geographic boundaries of a given phase as shown on revised Map No. 1 of the Sufficiency Response, but the total development within the boundaries of said phase shall not exceed the total daily or peak hour directional trips approved for that phase, as calculated using currently accepted Institute of Traffic Engineers trip end rates for the respective land uses contained therein.

2. Land Use

a. Prior to approval of the first preliminary/site plan, the Developer shall submit a recent (within six months of approval of this Development Order) boundary survey of the project to the Pasco County Surveyor which has been certified by a Florida Registered Land Surveyor and is referenced to a minimum of three monuments to be provided by the Developer that are tied to state plane coordinates by Global Positioning System methods and approved by the Pasco County Surveyor. The coordinates of the monuments shall be shown on said survey. Moreover, the monuments shall:

(1) Comply with the National Geologic Survey Data Base Standards, Chapter 21 HH-6 of the Florida Administrative Code and approved by the Pasco County Surveyor;

(2) Be unobstructed and accessible on a 24-hour basis and located on public property, unless otherwise approved by the County Surveyor; and

(3) Be conveyed by the Developer to Pasco County at the time of final plat approvals.

3. Water Quality and Drainage

a. All drainage system components shall comply with Chapters 17-25, 40D-4, and 40D-40, Florida Administrative Code, as well as any other applicable local, state and federal rules and regulations.

b. The Developer shall, at minimum, institute and implement ground and surface water monitoring to assure that there is no degradation of water quality caused by development of the project. The program shall be initiated upon the effective date of this Development Order and shall continue through project buildout. The Southwest Florida Water Management District and other appropriate agencies, pursuant to applicable law, will approve the parameters proposed to be tested, sampling locations, methodologies, and frequencies, and shall review the monitoring results. All analytical methods and procedures used shall comply with the United States Environmental Protection Agency/Florida

Department of Environmental Regulation Quality Control Standards and Requirements. If determined to be necessary by these agencies pursuant to applicable law or regulations, the water quality monitoring program will be expanded concurrent with development of the project. Documentation that all required monitoring plans and mitigative measures have been implemented shall be provided to Pasco County as part of each annual report. Should the monitoring indicate that applicable State water quality standards are not being met, the violation shall be reported to Pasco County immediately and, if caused by on-site activities, such on-site activity shall cease until the violation is corrected.

c. Stormwater discharge from impervious surfaces into the sinkhole pond located along the western boundary of the project must be in compliance with the requirements of Chapter 17-25, Florida Administrative Code.

d. The Developer shall implement best management practices for reducing water quality impacts as recommended by currently adopted regulations of Pasco County and the Southwest Florida Water Management District.

4. Wetlands

a. The wetlands (conservation/preservation areas) shall be as defined by Policies 10.1.2 and 10.3.1 of the Tampa Bay Regional Planning Council's Future of the Region. Allowable activities therein will be regulated, and the area delineated by the Florida Department of Environmental Regulation and the Southwest Florida Water Management District permitting criteria except for exempted wetlands. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary/site plan. The area contained therein shall be platted, or where no platting is required, designated as preservation or conservation areas, whichever is appropriate.

b. Lot lines shall not extend into wetland areas under the jurisdiction of the Florida Department of Environmental Regulation and Southwest Florida Water Management District. A minimum five-foot buffer shall be maintained around these areas, except wetlands altered in accordance with applicable dredge and fill permitting, both existing and proposed. Ownership and maintenance shall be provided by the mandatory homeowners'/property owners' association.

c. All modifications to on-site wetlands shall be carried out so as to maintain natural hydroperiods and flows pursuant to applicable local, State, and Federal regulations, and as permitted by applicable regulatory agencies including any special conditions that may be attached to such permits. Documentation that the modifications meet regulatory and permitting criteria shall be reported as part of each annual report. Any variation from these requirements, mandated through the permitting process, shall be documented in the next annual report following issuance of the permit.

d. Use of on-site wetlands for stormwater treatment and disposal of treated wastewater effluent shall be carried out only where permitted by applicable local, State, and Federal regulations.

e. Monitoring of wetlands and wetlands hydroperiods shall be performed by the Developer and a report thereof, including any significant adverse alterations to wetlands hydroperiods, shall be part of the annual report. If it is apparent to applicable regulatory agencies that adverse impacts to preservation/conservation areas due to project development activities are greater than predicted in the Application, Pasco County, and/or the applicable regulatory agency, shall notify the Developer and shall direct the development activity which is causing such adverse effects to cease until remedial measures have been taken to correct the hydroperiod imbalance. Documentation that required remedial measures have been implemented shall be provided in the annual report, if applicable.

f. Wetlands encroachments shall be mitigated on a minimum 1:1 in kind basis elsewhere on-site.

5. Flood Plains

a. The Developer shall designate appropriate project facilities as hurricane shelters/host facilities for residents of this project.

b. There shall be no net loss of hydrologic storage capacity within the 100-year flood plain as defined in surface water management permit applications for the project submitted to the Southwest Florida Water Management District.

c. Base floor elevations for all habitable structures shall be at or above the 100-year flood plain elevation. All preliminary plan submittals shall show 100-year flood elevations.

6. Soils

a. The Developer shall, at minimum, implement the soil conservation measures referenced on Page 14-5 of the Application for Development Approval.

7. Air Quality

a. Prior to approval of Phase 2, the Developer shall submit to Pasco County and the Florida Department of Environmental Regulation a list of any roadway improvements listed in Tables 2 and 3 of this Development Order which are not in place when needed, as specified in the Tables, thereby resulting in peak hour LOS E or F operation of the roadway or intersection. Any roadway or intersection so identified shall be modeled for air quality impacts and exceedances of the applicable National Ambient Air Quality Standards and the results of such modeling conveyed to Pasco County and the Florida Department of Environmental Regulation.

8. Natural Vegetation and Wildlife

a. Relocation and/or habitat (upland as well as wetland) preservation plans for all threatened and endangered species previously reported in the Application as being present on development tracts shall be implemented as approved by the Florida Game and Fresh Water Fish Commission and other applicable regulatory agencies pursuant to applicable law. Documentation of compliance shall be submitted as part of the annual report prior to issuance of any building permits for the affected tracts.

b. Prior to the first preliminary/site plan approval, the Developer shall conduct an appropriate follow-up survey for the presence of on-site nesting locations of wood storks, sandhill cranes, southern kestrels, and Sherman's fox squirrels. If this survey reveals the existence of such nesting sites and the impacts of the proposed development on these species cannot be satisfied by the habitat preservation/relocation plans referenced above, then the Developer shall take the protection steps required by law, and shall continue to monitor the status of those species on or near the site. The monitoring results, if required, shall be submitted as part of the annual report.

c. Should any species other than those mentioned above which are listed in Section 39-27.003-.005, Florida Administrative Code, be observed frequenting the site for nesting, feeding, or breeding prior to or during development, proper protection/mitigation measures, as required by applicable law, shall be employed in cooperation with the Florida Game and Fresh Water Fish Commission.

9. Historical and Archaeological Sites

a. The discovery of any significant historical or archaeological sites shall be reported to the Florida Division of Historical Resources and to Pasco County; and the disposition of such sites shall be determined in cooperation with the Division of Historical Resources and Pasco County.

b. The Developer shall comply with the recommendations of Exhibits 19.1-1 and 19.1-2 of the Sufficiency Response. Archaeological Site 8Pa202 (the Egg Hole site) shall be excavated and surveyed by a professionally capable entity prior to ground clearing or ground disturbing activities within the affected area until the significance of the site has been determined and written authorization to proceed with such activities has been received from the Florida Department of State and Pasco County. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the annual report.

10. Utilities: Water Supply, Wastewater Treatment, and Electric Power Services

a. Water and wastewater treatment shall be provided pursuant to the "Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village and Route 347", dated February 10, 1987, as it may be amended from time to time. A Master Utility Plan for the entire development must be submitted to the Pasco County Utilities Department for review and to the Development Review Committee for approval prior to approval of the first preliminary/site plan. This Utility Plan shall minimally show the following:

(1) Trunk sewer lines and lift stations.

(2) Main potable water lines and nonpotable water lines.

(3) Any overhead electric lines.

(4) Method of lighting all major roads.

(5) Sewage treatment facility location.

(6) Discuss the proposed method of treatment and the possibility of a nonpotable water system for irrigation.

b. The Developer shall donate the two well sites shown on the approved Master Development Plan to Pasco County when requested by the County. Such donations shall be completed within 120 days of receipt of said request.

c. Water-saving devices shall be required in the project as mandated by applicable regulations or Florida statutes.

d. Native vegetation shall be used in landscaping wherever feasible. Irrigation shall be from reuse of treated effluent, as set forth in the Agreement referenced in Condition D.10.a. above, where available and as permitted by appropriate regulatory agencies. Responsibility for installation of a dual water supply system shall be in accordance with the appropriate Utility Service Agreement.

11. Solid/Hazardous Waste

a. The collection, transportation, and disposal of solid waste is controlled by county ordinance(s), and shall take place in accordance with the terms of said ordinance(s).

12. Energy

a. The Developer shall implement the energy conservation measures referenced on Pages 25-6 to 25-8 of the Application for Development Approval; however, the Developer shall not be required to build the percentage of attached housing or cluster buildings referenced in the pages identified.

b. Where economically feasible, all Cannon Ranch residents and businesses shall use energy alternatives such as solar energy, resource recovery, waste heat recovery, and cogeneration.

c. Energy conservation programs shall be encouraged by the Developer to promote energy conservation and recycling by residents, employees, buyers, suppliers, and the public. A report on the implementation of and participation in energy conservation programs shall be included in each annual report.

13. Transportation

a. Regional roadway link and intersection improvements required to mitigate the negative impact on transportation facilities of Cannon Ranch are listed in Tables 2 and 3 "Mitigation Improvements" of this

Development Order, along with the entities responsible for said improvements, dates when mitigation is required, costs thereof, and the cost of necessary additional rights-of-way.

b. The Developer, to accomplish mitigation of its Phase I impacts, shall design, acquire necessary right-of-way, and construct improvements to S.R. 52 at I-75. The scope of the improvements shall include the four-laning of S.R. 52 together with turn lanes and signalization as approved by the Florida Department of Transportation as shown on the sketch attached as Exhibit F. The scope of construction may be expanded beyond these given limits if additional funding from other sources is made available. Pursuant to a previously approved Development Order, McKendree Ranch may construct a portion of the improvements described above between the Interstate ramps with a fair share contribution of $370,173.00. If such improvements are undertaken by McKendree, the Developer shall not be required to do that portion of the above-described improvements undertaken by McKendree and the scope of the Developer's mitigation project shall be accordingly expanded.

c. Upon final approval of the Development Order, the Developer, will, within 90 days initiate preliminary planning for the roadway links identified in D.13.b. above. The Developer shall obtain approval of the preliminary engineering plans from the agency or local government having operational and maintenance control. All designs and permitting shall be completed by December 31, 1990. Construction shall start by December 31, 1991, and shall be substantially completed by December 31, 1992. This schedule may be extended as a nonsubstantial deviation to this Development Order only upon a finding by Pasco County, with comment by the Tampa Bay Regional Planning Council and the Florida Department of Transportation that delays are caused by circumstances beyond the Developer's control.

d. The Developer's proportionate share contribution for the impacts of Phase I is $1,915,480. This amount is equal to that calculated pursuant to the formula outlined in Chapter 9J-2.0255(3)(f), Florida Administrative Code, and is equal to the estimated cost of the improvements in D.13.b.

e. The Developer shall guarantee funding for the roadway improvements by the posting of an irrevocable Letter of Credit, totalling

$1,915,480.00, which is the total cost of the improvements listed in Condition D.13.b., above. The Letter of Credit shall be posted upon completion of design and permitting referred to in Condition D.13.c. above. The Letter of Credit, will be reduced annually at a rate equivalent to 90% of the actual annual expenditure.

f. The estimated costs of improvements in D.13.6. include the cost of necessary right-of-way, environmental mitigation areas, and stormwater management areas. Pasco County shall assist the Developer to acquire such right-of-way by use of its eminent domain powers; however, this assistance shall not include funding for said right-of-way.

g. The Developer may immediately construct the amount of Phase I development that generates less than 14,012 external daily trips or 1,288 external peak hour trips (using I.T.E. trip end generation rates). The remainder of Phase I may not be constructed until the Developer has executed a contract for the construction of the transportation improvements identified in Condition D.13.b. If Pasco County determines that the Developer is unable to execute such a contract or complete the construction, through no fault of its own, Pasco County and the Developer, with review by the Tampa Bay Regional Planning Council, will identify alternative transportation mitigation improvements, and so amend the Development Order.

h. All improvements listed in Condition D.13.b. shall be constructed according to the schedule listed in Condition D.13.c. If improvements are not being made according to this schedule, there shall be no further issuances of any permits until the overdue work is completed and subsequent construction of the above-referenced roadway improvements is once again proceeding according to the schedule referenced in Condition D.13.c.; provided, however, that the deadlines set forth in this provision may be extended by Pasco County. Additionally, in the event improvements are not being made according to the above-mentioned schedule, then Pasco County may claim on the Letters of Credit required according to Condition D.13.e. and may utilize such funds to complete the construction of the required improvements. The Developer shall be responsible for any and all costs incurred by Pasco County in completing such improvements in excess of those funds provided by the Letters of Credit.

i. Neither Pasco County nor the Florida Department of Transportation shall be liable for any cost exceedances of the actual construction cost over the Developer's total fair share amount. The developer shall provide any necessary additional funds to complete the improvements as approved, including any additional funds necessary for rights-of-way. The costs of construction shall include the costs of any necessary utility relocations, environmental mitigation and stormwater management facilities. Subject to Pasco County and other appropriate agency review, the Developer may make additional improvements beyond that covered by his proportionate share dollars.

j. If Chapter 9J-2.0255 is amended prior to the end of the first five-year phase, the provisions in effect at the time of approval of this Development Order shall govern. Subsequent phase approvals shall be governed by the adopted Pasco County Comprehensive Plan or the provisions of Chapter 9J-2.0255 in effect at the beginning of each phase, whichever is applicable.

k. All presently and subsequently proposed improvements shall be consistent with local and state long-range transportation plans and shall be approved by Pasco County with review and comment by the Tampa Bay Regional Planning Council and the Florida Department of Transportation.

l. The Developer shall also pay transportation impact fees to Pasco County and may apply to receive credit against impact fees for the improvements as referenced in Condition D.13.b. The payment of impact fees in itself shall not constitute funding commitments by responsible entities for necessary roadway improvements. The amount of impact fee credits received shall be limited to the proportionate share contribution amount referenced in Condition D.13.d., above, or the actual expenditures by the Developer for referenced improvements, whichever is less. No impact fee credits shall be given for on-site or site-related improvements.

m. Annual field surveys of the affected regional roadway network (as listed in Tables 2 and 3) shall be conducted by the Developer after issuance of Certificates of Occupancy for 350,000 square feet of commercial space or the equivalent thereof in terms of trip generation. Monitoring shall continue annually until build-out and will record

driveway volumes in the evening peak hour and on a daily basis. Survey results, which include access driveway traffic counts, and an account of improvements made, shall be included in the required annual report. If the annual report indicates that the total trip diversions are not being met or if the driveway volumes exceed those predicted for that year in the Application by more than 10 percent, Pasco County may conduct a substantial deviation determination pursuant to Subsection 380.06(19)(b), Florida Statutes, and amend the Development Order to require any necessary additional roadway improvements.

n. A new traffic analysis of Phase II shall be performed by the Developer at the completion of Phase I or after five years, whichever happens first, to revise the list of road improvements necessary to mitigate the negative impact of the remaining phases of the project. The Phase II traffic analysis shall serve to verify the findings of the original traffic analysis in the Application (listed in Tables 2 and 3) or shall indicate alternate transportation improvements or mechanisms which, when implemented, will maintain the regional roadways at daily Level of Service C, D at peak hours. Both the traffic counts referenced in above and the projection of traffic volume shall be prepared consistent with generally accepted traffic engineering practices and the original Application. The analysis shall be repeated at the end of each phase, or every five years, whichever happens first, and may partially be based upon results of the required monitoring program referenced in Specific Condition D.13.m. The methodology shall be established at a new transportation methodology meeting which shall be held prior to preparation of each new traffic analysis, and shall be consistent with Chapter 380.06, Florida Statutes, and all other applicable rules and regulations in effect when the study is done. There shall be no further development approvals until the above-mentioned traffic analysis has been submitted to and approved by Pasco County and the Tampa Bay Regional Planning Council. The Development Order shall be amended, if necessary, to reflect the conclusions of the new traffic analysis and an accompanying substantial deviation determination conducted if applicable.

o. Additional right-of-way shall be donated along S.R. 52 and C.R. 577, as specified in the Master Planned Unit Development Rezoning approval (#3664).

TABLE 2

CANNON RANCH

LINK IMPROVEMENTS

Phase (Time)	Link	% LOS* "D"	LOS Without Improvement	Improvement	Responsible Entities/ Year(s)	Total Cost	R/W Cost
I (1994)	S.R. 52						
	C.R. 581 to I-75	42.3	E	4 LD	FDOT/NP	NA	NA
	I-75 to site	91.2	-F	4 LD	FDOT/NP	NA	NA
	Site to C.R. 577	83.3	E	4 LD	FDOT/NP	NA	NA
	C.R. 577 to C.R. 579	48.3	E	4 LD	FDOT/NP	NA	NA
	C.R. 41 to U.S. 301	12.5	E	4 LD	FDOT/NP	NA	NA
	S.R. 54						
	West of I-75	17.3	F	4 LD	Saddlebrook/NA PC/1994	NA	NA
	I-75 to C.R. 581	8.8	F	4 LD	FDOT/NA	NA	NA

*All LOS's include project plus background traffic.

Abbreviations:

NA = Not available
NP = Not programmed
PC = Pasco County
FDOT = Florida Department of Transportation
4 LD = Four-lane divided roadway
6 LD = Six-lane divided roadway
NB = Northbound
SB = Southbound
EB = Eastbound
WB = Westbound
RT = Right turn
LT = Left turn

TABLE 3

CANNON RANCH
INTERSECTION IMPROVEMENTS

Phase	Intersection	Development % of LOS "D"	Background and Development LOS	Improvement	Responsible Entities/ Year	Cost	R/W Cost
I (1994)	S.R. 52/Main Entrance**	NA	NA	EB LT lanes; EB RT lane; WB LT lane; EB and WB thru lanes; signals	Developer/NA	NA	NA
	S.R. 52/East Shopping Center Entrance**	NA	NA	NB RT lane; EB and WB thru lanes	Developer/NA	NA	NA
	S.R. 52/East Entrance**	NA	NA	NB LT and RT lanes; EB and WB thru lanes; WB LT lane	Developer/NA	NA	NA
-	S.R. 52/C.R. 583	22.1	F	Signals	FDOT/NP	NA	NA
	S.R. 52/C.R. 581	48.8	F	Signals	FDOT/NP	NA	NA
	S.R. 52/I-75 W S.R. 52/I-75 E	58.7 72.0	F F	WB LT; signals; EB and WB thru lanes; restripe; signals	FDOT/NP PC/1990	NA	NA
	S.R. 52/C.R. 577*	41.1	F	EB and WB thru lane; EB and WB LT; signals	FDOT/NP	NA	NA

* All LOS's include project plus background traffic.
** Site specific improvements not eligible for impact fee credits. Other critical intersections improvements will be subsequently reviewed to see if they are site-related.

Abbreviations:

NP = Not programmed
PC = Pasco County
FDOT = Florida Department of Transportation
4 LD = Four-lane divided roadway
6 LD = Six-lane divided roadway
NB = Northbound
SB = Southbound
EB = Eastbound
WB = Westbound
RT = Right turn
LT = Left turn

p. The Developer shall construct the appropriate case intersection at all project entrances which shall include at minimum left-turn storage and right-turn acceleration/deceleration lanes. The exact configurations, which include the project access roads, shall be approved by Pasco County at or before the time of approvals of the preliminary/site plans. The above improvements shall be considered site-specific and not eligible for impact fee credits.

14. Educational Facilities

a. The Developer shall donate and convey by fee simple title two school sites to Pasco County as shown on the Master Development Plan and as mandated by Condition 8 of the Master Planned Unit Development Rezoning approval (#3664). Said conveyance shall occur within 180 days of final approval of this Development Order. The location of the sites cannot be changed without approval of the Board of County Commissioners.

15. Fire and Police Protection

a. Fire protection shall be provided by the San Antonio Fire Department or Pasco County, whichever is appropriate, and police protection shall be provided by the Pasco County Sheriff's Department.

b. The Developer agrees not to oppose and to provide its consent, if necessary, for the County to annex this property into the Pasco County Municipal Fire Tax District.

E. Duration

1. This Development Order shall take effect on April 18, 1989.

2. The duration of the Development Order shall be a period of 26 years, expiring April 18, 2015. The effective period may be extended by the Board of County Commissioners upon a showing of good cause. Application for such extension shall be made at least 60 days prior to the expiration date.

3. If the development does not commence within three years of the date of adoption of this Development Order, Pasco County shall conduct a substantial deviation determination.

4. The approved Development of Regional Impact shall not be subject to downzoning, unit density reduction, or intensity reduction for 21 years from the date of adoption of this Development Order, 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. In the event of an appeal of this Development Order, all schedules and deadlines set forth herein shall be extended by an amount of time equal to the time involved in the appeal.

F. Monitoring Procedures

1. Monitoring of this Development Order shall be at the time of the annual report submittal and during review of the development approvals. Monitoring of the Cannon Ranch Development of Regional Impact shall be carried out by the Pasco County Planning Department.

2. The Developer shall provide an annual report on Florida Department of Community Affairs Form BLWM-07-85 to the Pasco County Planning Department, the Tampa Bay Regional Planning Council, and the Florida Department of Community Affairs, or their successor agencies, on April 18, the anniversary date, of each year during the term of the Development Order.

   The annual report shall be the mechanism for documentation that the impacts attributable to Cannon Ranch are equivalent to or less than those predicted in the Application. Should this not be the case, the annual report shall demonstrate that mitigation is being implemented or is programmed pursuant to Florida Department of Community Affairs rules and policies. The report shall include, at a minimum, the following information:

   a. An assessment of the Developer's compliance with each Development Order condition applicable at the time the report is filed.

   b. Special studies and reports when applicable and as referenced in Conditions D.4.c., D.4.e., D.5.a., D.8.a., D.8.b., D.9.b., and D.13.m.

   c. Any changes in the proposed plan of development.

   d. 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.

   e. A description of development activity proposed for the next year.

   f. A statement setting forth names and addresses of major assignees or successors in interest to this Development Order.

3. If the annual report is not submitted within 30 days of the due date, Pasco County shall notify the Developer and may initiate a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

4. Should the Developer divest itself of all interest in Cannon Ranch prior to the expiration of this Development Order, the Developer shall designate the successor entity to be responsible for preparation of the annual report subject to approval by Pasco County.

G. Amendment/Substantial Deviations

1. Proposed or necessary changes to this Development Order, including those specifically referenced in Conditions D.13. and E.3 must undergo a substantial deviation determination by the Board of County Commissioners. Application for a substantial deviation determination shall be made on Florida Department of Community Affairs Form BRM-08-86 and reviewed pursuant to the provisions of Chapter 380.06(19), Florida Statutes, as amended, prior to implementation of such changes. Changes to the approved underlying zoning of the land covered by the Application are subject to the substantial modification procedures outlined in Section 16.5.f. of the Pasco County Zoning Ordinance.

2. Application to amend any provision in this Development Order shall be provided by the Developer to the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs and to Pasco County. The County shall observe a minimum 30-day review period to permit the Tampa Bay Regional Planning Council and the Florida Department of Community Affairs sufficient time to present written comments on the proposed change and to notify the County of their intent to appear at the public hearing, should such a hearing be required.

H. Notice of Adoption

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, as amended.

2. The Clerk of the Board of County Commissioners shall return sufficient certified copies of the Notice of Adoption to the Pasco County Planning Department to allow a single copy of the Notice to be supplied to the Florida Department of Community Affairs, the Tampa Bay Regional Planning Council, and to attorneys of record in these proceedings, along with the approved Development Order. The Planning Department shall then send out the documents to the above-mentioned recipients.

I. Severability

1. 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 18th day of April, 1989.

(SEAL)

ATTEST: Jed Pittman
JED PITTMAN, CLERK
By: Elaine H. Mitchell, DC

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Curtis L. Law
ALLAN G. SAFRANEK, JR., CHAIRMAN

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 RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 21st DAY OF April 1989
JED PITTMAN, CLERK TO THE C...
BY Elaine H. Mitchell D.C.

cannon4:pl 4/12/9

EXHIBIT A

Legal Description

E X H I B I T " A "

PARCEL ONE:
E 1/2 of the SE 1/4 of the NE 1/4 lying South of State Road No. 52, LESS the West 250.00 feet of the East 596.85 feet thereof; The E 1/2 of the NE 1/4 of the SE 1/4, LESS the North 824.24 feet of the West 250.0 feet of the East 596.85 feet thereof; the East 600 feet of the SE 1/4 of the SE 1/4; And the South 110.0 feet of the West 720.0 feet of the SE 1/4 of the SE 1/4, all in Section 9, Township 25 South, Range 20 East, Pasco County, Florida.
AND
The E 1/4 of Section 16, Township 25 South, Range 20 East, Pasco County, Florida.

Parcel Two:
The W 1/4 of Sections 10 and 15 lying South of State Road No. 52, Township 25 South, Range 20 East, Pasco County, Florida.

Parcel Three:
The S 1/2 of the E 3/4 of Section 15, Township 25 South, Range 20 East, Pasco County, Florida.

Parcel Four:
S 1/4 of E 3/4 of N 1/2 of Section 15, Township 25 South, Range 20 East, Pasco County, Florida.
AND
The W 1/2 of the SW 1/4 of Section 14, Township 25 South, Range 20 East; the N 1/4 of the NE 1/4 of SW 1/4 and the S 1/4 of the NW 1/4 of Section 14, Township 25 South, Range 20 East, Pasco County, Florida, LESS road right-of-way.

Parcel Five:
The NW 1/4 lying South of State Road No. 52; the S 1/2 of Section 10, Township 25 South, Range 20 East, LESS the W 1/4 thereof; the S 1/2 of the NE 1/4; and the W 3/4 of the NW 1/4 of the NE 1/4 lying South of State Road No. 52, all in Section 10, Township 25 South, Range 20 East, Pasco County, Florida, LESS and EXCEPT that portion of the W 1/4 of said Section 10 lying South of State Road No. 52.
AND
SW 1/4; SW 1/4 of NW 1/4; W 1/2 of SE 1/4 and S 1/2 of SW 1/4 of NE 1/4, LESS AND EXCEPT the North 300 feet thereof and LESS road right-of-way, all in Section 11, Township 25 South, Range 20 East, Pasco County, Florida.
AND
N 3/4 of E 3/4 of N 1/2 of Section 15, Township 25 South, Range 20 East, Pasco County, Florida.
AND
N 3/4 of the N 1/2 of that portion of Section 14, Township 25 South, Range 20 East, Pasco County Florida, lying North and West of State Road No. 577.

EXHIBIT B

Application for Development Approval
First Sufficiency Responses
Second Sufficiency Responses

(Transmitted under Separate Cover)

EXHIBIT C

Specific Findings of Fact
Tampa Bay Regional Planning Council
TBRPC Final DRI Report, Pages 4-9 and 35-67

Discarded

EXHIBIT D

Cannon Ranch
Master Planned Unit Development (#3664)
Conditions of Approval

CANNON RANCH
MASTER PUD
CONDITIONS OF APPROVAL

1. Prior to the first preliminary/site plan approval, the developer shall submit to the County Engineer for approval by the Development Review Committee (DRC) a Master Drainage Plan for the entire project. Said Master Drainage Plan shall consist of a Master Drainage Report and Master Drainage Plan drawings and all items specified within "Master Drainage Plan Preparation Guidelines for Proposed Developments in Pasco County." In addition, the ownership and maintenance responsibilities for the drainage system(s) shall be indicated in this plan. The existing wetlands shall be referenced on the plan.

2. The developer shall submit drainage plans to include drainage maps for all predevelopment and post-development drainage watersheds, runoff computations for each watershed, detention/retention computations and quantities, drainage structure, pipe, swale, ditch, and other appurtenant location, size, cross-section, type, and sizing computations for each phase of an increment, which shall be in conformance with the above-referenced Master Drainage Plan, prior to submission of the construction plans for that phase. The subsequent construction drawings for all or a portion of that increment (parcel) shall indicate how and when the drainage system for that portion will coordinate with that of the entire increment's (parcel's) drainage system and the Master Drainage Plan. No design of an individual increment (parcel) or portion of an increment (parcel) shall be dependent upon the ultimate construction of future increments (parcels), unless an interim design for drainage through a future increment(s) (parcel(s)) is approved by the DRC.

3. Prior to approval of the Master Drainage Plan, an ownership and maintenance program for preservation/conservation areas, recreation areas, recreational vehicle storage areas, drainage areas, detention and retention ponds, common areas, and landscape buffer areas must receive DRC approval. The program will also acknowledge how and when the ownership and maintenance responsibilities will be conveyed.

4. Prior to the first preliminary/site plan approval, a revised Master Development Pian shall be submitted for review and approval by the County. The revised plan shall show at least the following additons:

   a. A library site (RE: Condition 7).

   b. A public parkland parcel(s) (RE: Condition 15).

   c. Two school sites (RE: Condition 8).

   d. The right-of-way for realignment for C.R. 577 through the project at the location described on Exhibit "A" attached hereto.

   e. Construction phasing plan (RE: Condition 11).

   f. Recreational vehicle storage site (if any) (RE: Condition 10).

   g. The approximate acreage of each increment (parcel).

   h. A driving range south of the clubhouse.

   i. A list of all changes from the previous Master Development Plan.

5. The developer shall provide a letter of commitment and/or approval for water and/or sewer services from the appropriate serving utility prior to construction plan approval. A Master Utility Plan for the entire development must be submitted to the DRC for review and approval prior to approval of the first preliminary/site plan. This Utility Plan shall minimally show the following:

   a. Trunk sewer lines and lift stations.

   b. Main potable water lines and nonpotable water lines.

   c. Any overhead electric lines.

   d. Method of lighting all major roads.

   e. Sewage treatment facility location.

f. Discuss the proposed method of treatment and the possibility of a nonpotable water system for irrigation.

6. A tree survey and/or an on-site tree marking (at DRC's discretion), which distinguishes the trees to remain and to be removed, shall be submitted with each preliminary plan. Such survey or marking plan shall overlap the adjoining phase by approximately two hundred feet (200'). Said survey or marking plan shall show the limits of the predevelopment and postdevelopment tree canopy; consequently, not only road layout but also lot layout should be incorporated in said plan. The intent of this condition is to maintain a significant amount (as determined by the DRC) of the existing tree canopy and specimen sized trees; therefore, the DRC shall have the right to deny or recommend modifications to the preliminary site plan layouts that do not maintain this intent.

7. The developer agrees to donate, to the County, a five- (5-) acre parcel of land for a library. The five- (5-) acre parcel shall be located on C.R. 577 immediately north of the neighborhood park and east of Parcel 10. The developer may have up to one hundred twenty (120) days to donate such land from the time of the issuance of the Development of Regional Impact/Development Order (DRI/DO) or the enactment of a Predevelopment Order Agreement (PDA), whichever comes first.

However, if after the 2,000th residential Certificate of Occupancy has been issued and the construction of the library facility has not been contracted/started, then this land shall revert back to the developer. The developer shall participate in the architectual review of the design and construction of the library facility.

8. The developer shall deed to the County School District a minimum of two fifteen- (15-) acre school sites within one hundred twenty (120) days from the date of the District's request. Said sites shall be shown on the required revised Master Development Plan.

9. a. The ordinances and regulations current at the time of preliminary or site plan submittal shall be in effect, unless the matters regulated thereby are specifically covered in the MPUD approval, and/or unless otherwise specifically stipulated herein and/or in the DRI/DO or as specifically modified at the request of the developer following review by the DRC and approval by the Board of County Commissioners (BCC).

b. A preliminary plan must be approved for an entire increment (parcel) prior to any phase construction drawing approval within the increment (parcel). A concept design (overall layout) must be approved by the DRC for an entire multifamily or commercial increment (parcel) prior to any phased site plan approval within the increment (parcel). The maximum number of units for Cannon Ranch shall not exceed 5,956. Residential and commercial developments shall occur in accordance with Tables I, II, III, and IV attached hereto. The number of units and density may increase or decrease within any specific increment (parcel) shown on the Master Development Plan provided:

(1) The land use categories listed on Table II are pyramidal, so that a less intense and/or dense type of residential unit is allowable in the higher intensity/density, land use increments (e.g., larger lot size). Single Family I, Single Family II, Multifamily I, or Multifamily II may be constructed in Multifamily III and so forth. Residential use shall not be intensified (e.g., Multifamily I in a Single Family II parcel) within any one increment (parcel) from that which is shown on the Master Development Plan.

(2) There is a corresponding increase or decrease, as appropriate, in some other increment (parcel) to indicate that the total unit threshold of 5,956 is not exceeded.

(3) The increase in dwelling units for that increment (parcel) does not exceed twenty percent (20%).

(4) Individual increment (parcel) dwelling unit density (including lot size) and use (unit type) shall be as specified in Tables I, II, and III.

c. Residential use shall not be intensified (e.g., housing types and lot size) from that which is shown on the preliminary/site plan within any one increment (parcel) following approval of the plat or final site plan for the first unit in that increment (parcel) without review and approval by the Board of County Commissioners.

d. With any zero lot line and/or cluster development (e.g., single family in a multi-family increment (parcel)), the County may add additional performance standards during the time of preliminary/site plan approval. With these types of developments, the developer shall submit a concept sketch for the Planning Department's review, prior to submission of a preliminary/site plan. The Zoning Administrator shall have the authority to approve, reject, or recommend modifications to the concept sketch. Any such action by the Zoning Administrator is subject to appeal to the Board of County Commissioners.

e. With the submittal of each preliminary or site plan, the developer shall also submit the accumulative number of residential units by type and the gross leasable square footage of nonresidential structures which have received preliminary and final site plan approval from the County and those of which have been record platted and/or constructed. In addition, if any redistribution of units is proposed, pursuant to the guidelines above, the developer shall submit an amended Master Development Plan to the Zoning Administrator illustrating unit redistribution.

10. With the submittal of the first preliminary/site plan, the developer may designate, on the Master Development Plan, a site or sites which do not exceed a total of five (5) acres to be used for recreational vehicle storage for the exclusive use of Cannon Ranch residents. Such a site(s) shall have appropriate landscape buffering and must be approved by the Zoning Administrator. The site(s) must obtain commercial site plan approval prior to development and be owned by the mandatory homeowner's association.

11. The developer shall dedicate to the public the appropriate amount of right-of-way for the following roadways as they are designated, or as they may be reclassified by a future adopted road classification map.

a. C.R. 577 - Major collector; however, no more than eighty-five feet (85') from centerline, plus that required by Condition 4.d.

b. S.R. 52 - Major arterial; no more than one hundred five feet (105') from centerline.

c. Tucker Road - Minor collector (one-half).

d. Cannon Boulevard - Major collector.

e. Internal Major Roads - as determined by the functional classification of the road.

However, in any event, sufficient right-of-way shall be dedicated so that the typical roadway cross section structural design will meet the requirements of Section 336.045, Florida Statutes. Reductions in right-of-way may occur, if approved by the County, where the road stormwater treatment and storage is within an adjacent increment (parcel). At intersections of major roads, where more right-of-way is needed to accommodate the roadway, additional right-of-way shall be provided.

The developer shall submit a plan indicating the construction phasing of the major internal and adjoining roads. Approval must be obtained from the DRC prior to the first preliminary/site plan approval. Said phasing can be amended at the request of the developer by the DRC. The County shall have the right to require specific dates of right-of-way dedication and/or completion of construction for any of these major roads at the time of each preliminary/site plan submittal.

The major roads shall be extended through Parcel 25 (Increment) to the west project boundary line and through Parcel 3 to the north project boundary line. The major road through Parcel 3 does not need to be stubbed out until or unless there is a firm and specific committment to construct a road from S.R. 52 southward to the Cannon Ranch development, which will provide project access to S.R. 52.

12. The developer shall construct:

a. A parallel road or provide a cross access easement to S.R. 52 through and/or adjoining the C-2 commercial sites. The revised Master Development Plan shall indicate this route (see Condition 4).

b. Tucker Road from the major internal road eastward to C.R. 577. This road shall be constructed no later than when the major internal road is connected/constructed to Tucker Road.

c. All internal roads.

13. Vehicular access rights shall be dedicated/donated to the County along all major roads as shown on the Master Development Plan within or adjoining the project (including S.R. 52, C.R. 577, and Tucker Road). Landscape buffering shall be provided along these roads in accordance with Table IV. A unifying landscape buffer plan for these major roads shall be provided to the DRC for approval prior to the approval of the first preliminary/site plan. No structures shall be closer than thirty-five feet (35') from the right-of-way of these major roads.

14. All landscape buffers shall be platted as tracts to the mandatory homeowner's association. The land areas of the landscape buffers, are not calculated as part of the adjoining increment (parcel). However, the buffers shall be constructed no later than with the development of that adjoining increment (parcel).

15. The developer shall contribute a total of two hundred sixty-two thousand one hundred dollars ($262,100.00) in lieu of parkland dedication at the time of first record plat. Further, fifty dollars ($50.00) per unit (including multifamily units) park service fee shall be paid at the time of each record plat or, where no plat is required, at the time of each building permit. These fees shall be in lieu of any and all recreational/park impact fee that may be adopted or imposed by the County.

16. There shall be no development within the project unless the developer complies with the provision of Chapter 380, Florida Statutes, and rules and regulations adopted pursuant thereto. The developer agrees that the conditions of this Master PUD may be modified or added to by the County, based on the findings of any DRI/ADA and/or DO.

17. The County will use the data submitted in this rezoning application as the basis for County approvals of plans, unless otherwise stipulated herein.

18. Any decisions or matters which, under the conditions of the MPUD, require approval by the DRC or allow modification by the DRC may be appealed to the Board of County Commissioners and, where appropriate, to the Courts.

PERFORMANCE STANDARDS

TABLE III

LAND USE CATEGORY	SINGLE FAMILY I	SINGLE FAMILY II	MULTI-FAMILY I	MULTI-FAMILY II	MULTI-FAMILY III	CONVENIENCE COMMERCIAL	NEIGHBORHOOD COMMERCIAL CENTER
HOUSING TYPE	DETACHED HOMES	DETACHED HOMES	TOWNHOMES	GOLF COURSE VILLAS	GARDEN VILLAS	N/A	N/A
MINIMUM SITE AREA (SQUARE FEET)	N/A	N/A	15,000	20,000	20,000	10,000	75,000
MINIMUM LOT AREA (SQUARE FEET)	9,500	6,000	(a)	N/A	N/A	N/A	N/A
MINIMUM LIVING AREA (SQUARE FEET)	1,200	1,000	850	750	550	N/A	N/A
MINIMUM LOT WIDTH (FEET) (b)	80	60	(a)	N/A	N/A	N/A	N/A
MINIMUM SITE WIDTH (FEET)	N/A	N/A	100	125	125	100	250
MINIMUM LOT DEPTH (FEET)	100	85	(a)	N/A	N/A	N/A	N/A
MINIMUM SITE DEPTH (FEET).	N/A	N/A	100	125	125	N/A	N/A
MAXIMUM BLDG. HEIGHT (FEET) (c)	35	35	35	45	45	35	35
MAXIMUM SITE COVERAGE (%) (d)	55	55	55	55	55	55	55
MINIMUM SETBACKS (FEET) (e)							
FRONT YARD	25	20	(a)	N/A	N/A	30	50
SIDE YARD	10	N/A	(a)	N/A	N/A	N/A	N/A
REAR YARD	25	15	(a)	N/A	N/A	N/A	N/A
BETWEEN BUILDINGS	N/A	12	15(f)	15	15	N/A	N/A
FROM PUBLIC RIGHT-OF-WAY	25	20	18	18	18	30	50
FROM CENTERLINE PRIVATE STREET (g)	45	45	30	30	30	N/A	N/A
FROM LAND USE BOUNDARIES	N/A	N/A	15	20	20	N/A)	25

FOOTNOTES:

a) LOT CRITERIA SHALL ONLY APPLY WHEN UNITS ARE BEING PLATTED FEE SIMPLE SUBDIVISION. THE LOT SIZE SHALL BE OF SUFFICIENT SIZE TO ACCOMMODATE A FOOT PRINT NO SMALLER THAN THE INDIVIDUAL UNIT BUT MAY BE LARGER TO ACCOMMODATE PRIVATE FRONT YARD, REAR YARDS, OR SIDE YARDS. ALL FEE SIMPLE LOTS SHALL HAVE ACCESS BY PUBLIC STREET, PRIVATE STREET AND/OR COMMON AREAS.

b) MINIMUM LOT WIDTH SHALL BE MEASURED AT THE BUILDING LINE. THE BUILDING LINE IS THE FRONT FACE OF MAIN BUILDING ON LOT. MINIMUM FRONT LOT LINE SHALL BE 30'.

c) NOT TO EXCEED TWO STORIES WITHIN 200 FEET OF PROPERTY BOUNDARY LINES.

d) SITE COVERAGE IS DEFINED AS LAND AREA OCCUPIED BY STRUCTURES WITHIN THE BOUNDARIES OF A SPECIFIC DEVELOPMENT PARCEL OR INCREMENT.

e) SETBACKS SHALL APPLY TO MAIN BUILDING OR STRUCTURE. SEE BUFFER MATRIX (TABLE IV) FOR ADDITIONAL REQUIREMENTS. DETACHED GARAGES, CARPORTS, SCREENED ENCLOSURES AND OTHER ACCESSORY STRUCTURES MAY HAVE LESSER SETBACKS SUBJECT TO APPROVAL OF THE ZONING ADMINISTRATOR OR BOARD OF COUNTY COMMISSIONERS. SETBACKS INDICATED ON AN APPROVED PRELIMINARY PLAN FOR A PARTICULAR PARCEL SHALL BE ADHERED TO THROUGHOUT DEVELOPMENT OF THAT PARCEL.

f) MAY BE REDUCED TO NO LESS THAN 6 FEET FOR SINGLE FAMILY DETACHED HOUSING.

g) PRIVATE STREETS MAY BE PLATTED IN SUBDIVISIONS IF CONSTRUCTED TO PASCO COUNTY SITE DEVELOPMENT PLAN REVIEW STANDARDS AND MAINTAINED BY THE LOT OWNERS. THE UTILIZATION OF PRIVATE ROADS WITH INVERTED CROWNS FOR LOCAL STREETS MAY BE PERMITTED PROVIDED DRC APPROVAL IS OBTAINED DURING PRELIMINARY SITE PLAN REVIEW; HOWEVER, IN SUCH AN EVENT, THOSE ROADS WOULD NEVER BE INCORPORATED IN THE COUNTY ROAD SYSTEM FOR MAINTENANCE.

BUFFER MATRIX (a) TABLE IV

PROPOSED LAND USE (b)	ABUTTING DEVELOPMENT OR PERMITTED USE (c)						
	A/R	SF I	SF II	MF I	MF II	MF III	CM
Agricultural/Residential (A/R)	-	-	-	-	-	-	-
Single Family Detached (SF I)	A	-	-	-	-	-	-
Single Family Detached (SF II)	B	A	-	-	-	-	-
Multi-Family (MF I)	C	B	A	-	-	-	-
Golf Course Villas (MF II)	D	C	B	A	-	-	-
Garden Villas (MF III)	D	D	C	B	A	-	-
Commercial (CM)	E	E	E	E	E	E	-

(a) A buffer shall be land area with landscaped screening which may only be occupied by underground utilities, retention areas, pedestrian and bicycle paths, light standards, berms, low walls and/or landscape materials. Walls, fences or other structures over 3 feet in height shall only be located between required buffer and proposed land use. Buffers shall be in addition to all other setbacks.

(b) No buffer shall be required if uses are separated by open spaces of a minimum width of 150 feet. All lots/units abutting major internal and external roadways shall require a Type "C" buffer. Where abutting land uses are separated by a major roadway as defined by the Master Development Plan, the Type "C" buffer shall be sufficient.

(c) Abutting land use/zoning shall be determined to be the most similar category listed.

BUFFER TYPES (a)

	A	B(c)	C(c)	D(c)	E(c)
Minimum Width (b)	5'	10'	15'	20'	25'
Minimum Landscaping (d)					
a. Trees	1	2	3	4	5
b. Shrubs	20	25	30	45	65

(a) All buffers shall be 75% opaque within one year and a minimum of 6 feet in height unless a modified landscape buffer plan is approved by the Zoning Administrator or the Board of County Commissioners.y

(b) Distance measured horizontally between proposed use and abutting development or permitted use to be screened.

(c) Buffers may be reduced in width by 40% and shrub requirements reduced by 60% if a 6 foot high opaque wall, fence or bera is provided.

(d) Required average number of trees and shrubs per 100 linear feet.

TABLE I (continued)

PARCEL (a)	UNIT TYPE	CATEGORY (b)	UNITS (c)
20	GOLF COURSE VILLAS	MULTI FAMILY II	191
21	SINGLE FAMILY DETACHED	SINGLE FAMILY II	237
22	SINGLE FAMILY DETACHED	SINGLE FAMILY I	329
23	GOLF COURSE VILLAS	MULTI FAMILY II	137
24	GOLF COURSE VILLAS	MULTI FAMILY II	154
25	SINGLE FAMILY DETACHED	SINGLE FAMILY I	295
	TOTAL DWELLING UNITS		5,956

FOOTNOTES:—

a) Refer to Master Development Plan for geographic location of land use parcels noted above

b) Refer to performance standards

c) Number of dwelling units within each specific land use category or development parcel may be increased up to 20%, provided that there is a corresponding decrease in some other parcel or increment to indicate that a total threshold of 5,956 is not exceeded. Increases within single family districts may include up to 20% reduction in lot criteria such as area, dimensions and setbacks as defined in Table III. Any increase in density or reduction of lot criteria shall require the next most restrictive buffer type when abutting a less intensive land use (see Table IV - Buffer Matrix). Number of dwellings within each specific land use category, development parcel or total project site may be reduced without limitation.

TABLE II

PERMITTED USES WITHIN RESIDENTIAL LAND USE TYPES

LAND USE CATEGORY	PERMITTED USES (a)				
	SF-I	SF-II	MF-I	MF-II	MF-III
Single Family I Single family residential consisting of conventional detached homes.	X				
Single Family II Single family residential consisting of conventional detached homes and zero-lot-line detached homes.	X	X			
Multi-Family I Multi-family townhomes consisting of 2-12 units per bldg. all homes having individual ground floor access. Townhomes may be platted with individual or common parking. Patio homes may be developed as single family detached.	(b)	(b)	X		
Multi-Family II Golf course villas consisting of predominately 1 & 2 story multi-family structures with a majority of units (flats and/or townhomes) oriented to external or internal open spaces.	(b)	(b)	X	X	
Multi-Family III Garden villas consisting of predominately 2 & 3 story multi-family structures of flats, townhomes and/or maisonettes which provide a wide range of unit sizes in close proximity to community services.	(b)	(b)	X	X	X

FOOTNOTES:

a) With any zero-lot-line and/or cluster development, (e.g., single family in a multi-family increment) the County may add additional performance standards during the time of preliminary/site plan approval. Prior to submission of a preliminary/site plan, the developer shall submit a concept sketch for the Planning Department's review. The Zoning Administrator shall have the authority to approve, reject, modify or recommend modifications to the concept sketch. Any such action by the Zoning Administrator shall be subject to appeal to the Board of County Commissioners.

b). Multi-Family I performance standards shall be minimum criteria for single family development within all multi-family land use categories.

NATURE & LOCATION OF PROPOSED RESIDENTIAL LAND USES TABLE I

PARCEL (a)	UNIT TYPE	CATEGORY (b)	UNITS (c)
1	GOLF COURSE VILLAS	MULTI FAMILY II	308
2	GARDEN VILLAS	MULTI FAMILY III	810
3	SINGLE FAMILY DETACHED	SINGLE FAMILY II	183
4	GOLF COURSE VILLAS	MULTI FAMILY II	120
5	TOWNHOMES	MULTI FAMILY I	193
6	SINGLE FAMILY DETACHED	SINGLE FAMILY I	175
7	TOWNHOMES	MULTI FAMILY I	210
8	SINGLE FAMILY DETACHED	SINGLE FAMILY I	163
9	GOLF COURSE VILLAS	MULTI FAMILY II	94
10	TOWNHOMES	MULTI FAMILY I	235
11	GARDEN VILLAS	MULTI FAMILY III	338
12	TOWNHOMES	MULTI FAMILY I	403
13	SINGLE FAMILY DETACHED	SINGLE FAMILY I	137
14	SINGLE FAMILY DETACHED	SINGLE FAMILY I	227
15	SINGLE FAMILY DETACHED	SINGLE FAMILY I	239
16	TOWNHOMES	MULTI FAMILY I	292
17	GOLF COURSE VILLAS	MULTI FAMILY II	110
18	SINGLE FAMILY DETACHED	SINGLE FAMILY II	247
19	GOLF COURSE VILLAS	MULTI FAMILY II	129

(CONTINUED)

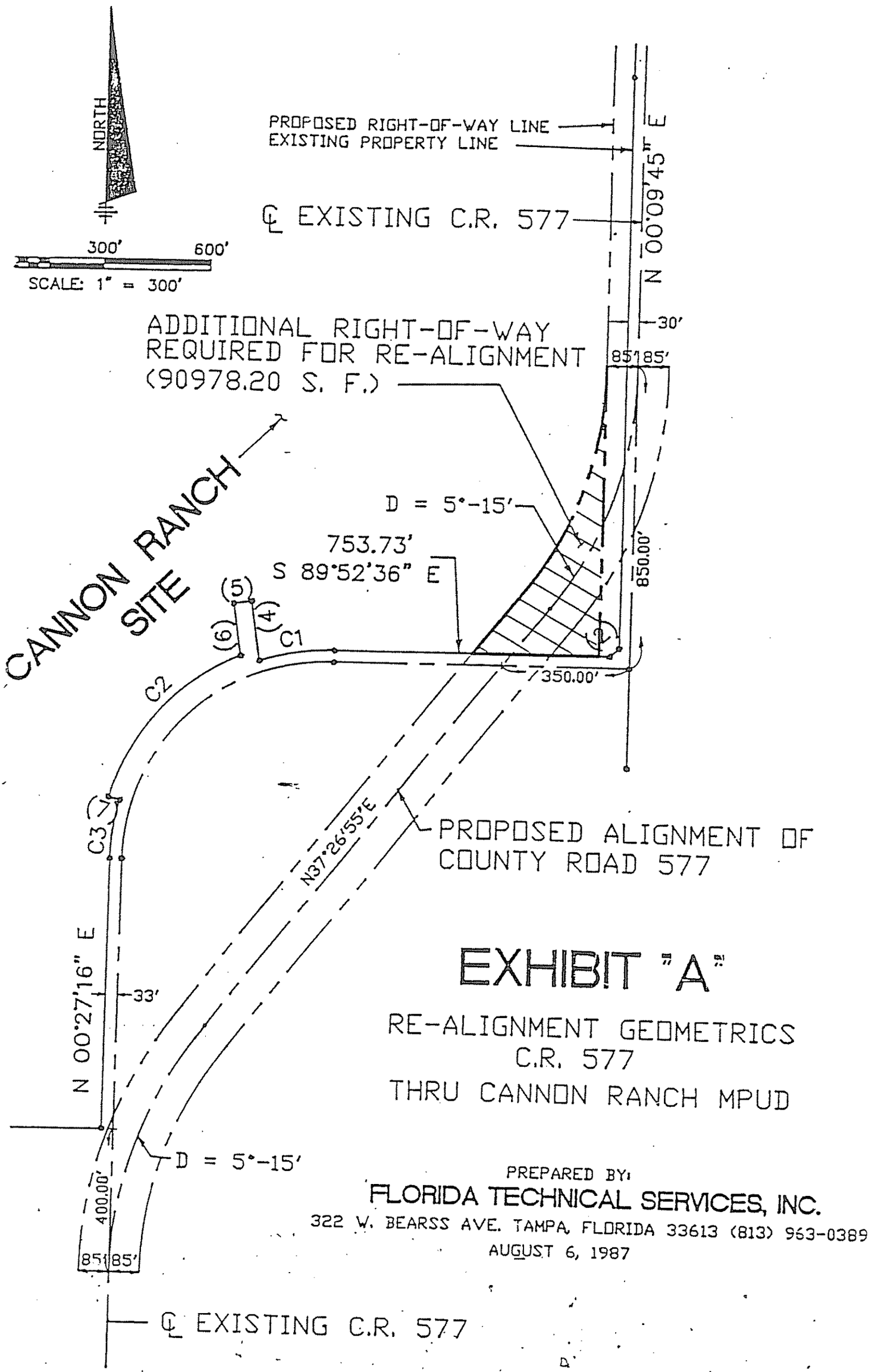


EXHIBIT "A"

RE-ALIGNMENT GEOMETRICS
C.R. 577
THRU CANNON RANCH MPUD

PREPARED BY:
FLORIDA TECHNICAL SERVICES, INC.
322 W. BEARSS AVE. TAMPA, FLORIDA 33613 (813) 963-0389

AUGUST 6, 1987

EXHIBIT E

Developer Commitments
Pages 27 to 34
of the TBRPC
Final DRI Report

DRI #163

CANNON RANCH

DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval (ADA) and Sufficiency Responses which shall be honored by the developer, except as they may be superceded by specific terms of the Development Order.

General Project Description

1. Cannon Ranch will be developed in accordance with the conditions of the Master Planned Unit Development (MPUD) zoning as approved by the Pasco County Board of County Commissioners. (SR #1, 12-5) (Developer Clarification (D.C.): As approved or amended by the Pasco County Board of County Commissioners)

2. Preliminary plan approval will be obtained for an entire parcel prior to any construction drawing approval within the parcel. A concept design is subject to approval by Pasco County for an entire multi-family or commercial increment prior to phased site plan approval within the increment. (SR #1, 12-7)

3. The maximum number of units for Cannon Ranch will not exceed 5,956 residential units. The number of units and density, however, may increase or decrease within any specific development parcel or pod shown on the Master Development Plan as provided in the Master PUD Conditions of Approval. (SR #1, 12-7)

ENVIRONMENTAL AND NATURAL RESOURCES

Air

4. Contracts for site development will contain specifications that will obligate the contractor to comply with all applicable particulate pollution control requirements. Adverse air quality impacts will be minimized during the construction phase as necessary to control fugitive dust emissions and by adhering to applicable Pasco County regulations for open burnings. (ADA 13-7)

5. To prevent wind erosion and resultant fugitive dust, standard construction procedures for watering will be employed and stabilization of disturbed ground surface with grassing or other acceptable materials will be accomplished as soon as practical after construction completion. Construction specifications will encourage contractors to limit clearing efforts to areas where work will be immediately performed and to discourage mass clearing. (SR #1, 13-2)

Land

6. Where building structures are proposed within areas of seasonally high groundwater conditions, appropriate depths of fill material will be placed to raise the building pads to protect the foundations and provide for proper surface drainage. No attempts will be made to lower the existing groundwater tables on the site. (SR #1, 14-30) (D.C.: No attempts... that will have an adverse impact on groundwater levels or flow.)

7. Landscape buffering will be provided along the described roadways in accordance with Table IV of the Cannon Ranch Master PUD Conditions of Approval. The buffers will be created no later than development of the adjoining increment or parcel. (SR #1, 12-9)

Water

8. The sinkhole on the site identified as potentially significant will be protected by designating the surrounding area as recreational open space. Discharge of stormwater from developed areas will be subject to the provisions of 17-25 F.A.C., prior to discharge into the sinkhole or nearby marsh system. (ADA H-7-14)

9. Surface and groundwater monitoring programs will be implemented. (SR #1, 23-2) (D.C.: As required by the permitting agencies pursuant to the statutes and rules applicable to Cannon Ranch.)

Wetlands

10. The grading and drainage techniques to be used on site will be designed to avoid adverse impact on normal hydroperiods in wetlands. Special precautions will be taken during construction to protect environmentally sensitive areas. All protected areas will be marked in the field prior to earthmoving activities. Sloped grading toward wetlands will be stabilized with vegetation as soon as practical following disturbance of existing grades. Hay bale barriers will be used to control erosion and sedimentation where construction is in close proximity to existing wetlands. The hay barriers will be kept in place until the affected slopes are stabilized. Stormwater from construction sites will, as soon as feasible, be directed into proposed retention ponds to reduce surface runoff and silt screens will be utilized where dredge and fill activities within wetlands warrants their use. (SR #1, 16-7)

11. Mainstem wetlands will not be included within the surface storage volume of proposed drainage/detention ponds. Covenants will be incorporated as deed restrictions for the protection of wetland habitats to be retained according to the revised Master Plan where they occur within privately-owned parcels on the Cannon Ranch. (SR #1, 18-6) (D.C.: Unless otherwise permitted by appropriate agencies...)

12. The use of design features such as spreader swales, sedimentation basins and skimmers will be integrated into the drainage design for wetland use per applicable regulations pertaining to water quality. The utilization of wetlands for stormwater management will be designed to maintain the normal range of water fluctuation between the normal low water and the seasonal high water to prevent desiccation or overimpoundment. Periodic increases in water levels and duration of hydroperiods associated with design storm events will be experienced but are not expected to have any significant effect on the existing wetland species. (SR #1, 22-1)

13. The homeowners association will own and maintain wetlands within common open space areas which may or may not include the golf course. If the golf course remains privately owned, maintenance shall be through that entity. Covenants will be incorporated as deed restrictions for the protection of wetland habitts where they occur within privately owned parcels on the Cannon Ranch. (SR #1, 18-6) (D.C.: Omit "which may or may not include the golf course.")

14. Wetland mitigation will be accomplished by expansion of wetlands, creation of wetlands along channelized ditches connecting wetlands, within littoral zones of proposed water bodies or through preservation of upland habitat. Mitigation will be implemented prior to or concurrent with the wetlands being disturbed. Activities within wetlands will be subject to the permitting requirements of 17-4 and 40D-4 of the Florida Administrative code, to the extent applicable. (ADA 16-5, 16-6) (D.C.: Mitigation will be implemented prior to or reasonably concurrent...)

15. As outlined in responses to 12-A and 25-E, this development plan indicates that approximately 45% (913 acres) of the total site area will be used as wetland/conservation areas, proposed lakes, golf courses, equestrian center, neighborhood parks and open space. (ADA 27-1) (D.C.: Omit "As outlined in responses to 12A and 25E, this")

16. Of the estimated 310 acres of wetlands on the Cannon Ranch, 291 acres (or over 94% of the total wetlands) will remain undisturbed throughout the course of development. (ADA 16-6) (D.C.: Omit reference to 310 acres and 291 acres as definitive amount of wetland acres on-site.)

17. Mitigation of jurisdictional wetlands impact will be on a one-to-one basis. (SR #2, 16-2) (D.C.: Unless otherwise waived by the applicable regulatory agency,...)

18. Adverse displacement of 100-year flood storage volumes will be compensated for by provision of additional storage capacity in detention areas or creation of natural storage areas on adjacent uplands or otherwise mitigated. (ADA 22-5)

19. Minimum first floor elevations will be established by final design plans and calculations prepared by a Florida Registered Engineer and shall be subject to the review of the Pasco County Engineering Department. (SR #1, 12-27)

Vegetation and Wildlife

20. Live oak hammocks and pine shelter belts will be preserved within recreational and open spaces as depicted on Revised Map H. A tree survey and/or on-site tree marking which distinguishes the trees to remain and those to be removed will be submitted with each preliminary plan. Each such survey or marking plan will overlap the adjoining parcel. Such survey or marking plan will show the limits of the pre-development and post-development tree canopy. It is the intent of the Applicant and Pasco County to maintain a significant amount of the existing tree canopy and specimen-sized trees on-site. (ADA 18-5)

21. Approximately 22 acres of upland islands adjacent to freshwater marsh will be reserved for wildlife habitat. These areas will be isolated from development parcels by marshland and/or golf course fairways. (SR #1, 18-6) (D.C.: As depicted on Revised Map H in Sufficiency Response One.)

22. Oak hammocks and isolated oak clusters will be retained where they occur in passive open space areas or where protected within development parcels. (SR #1, 18-10) (D.C.: Omit "or where protected within development parcels.")

Historical and Archaeological Sites

23. Of the thirteen prehistoric archaeological sites located during the field survey, the Egg Hole site (8PA202), is considered potentially eligible for inclusion on the National Register of Historic Places. Limited test excavation is planned prior to development to determine the significance of this site. (ADA 19-2) (D.C.: Limited test excavation is planned prior to development of the Egg Hole Site to determine...)

PUBLIC FACILITIES

Wastewater Management

24. The proposed Pasco Center Wastewater Treatment Plant will be constructed to provide adequate filtration or tertiary treatment to allow for the use of treated effluent for irrigation pumps after July 1988. (SR #1, 21-1)

25. First Pasco, H&L and Route 347 agree to pay the County such reasonable fees and revenues for wastewater treatment services as from time to time are established by the Board of County Commissioners. (SR #1, 21-19) (D.C.: As per the agreement with Pasco County.)

26. The golf course will use spray effluent irrigation which will assist efforts to conserve potable water. (SR #1, 27-4)

27. A graywater irrigation system will be constructed on-site for the use of treated effluent for irrigation proposed to the extent such effluent is available from the Pasco County North Central Subregional Plant. (SR #1, 12-26)

Drainage

28. All stormwater from developed areas will be treated in accordance with the provisions of Chapter 17-25, F.A.C. prior to discharge into the sinkhole or nearby marsh system. In addition, rainfall events up to the 25 year storm event will be attentuated but allowed to discharge into historic drainage basins, thus causing no reduction in surface or groundwater contributions to the sinkhole as a result of this development, and no adverse alterations of stormwater discharge into it. (SR #1, 22-3)

29. No design of an individual increment or parcel or portion of an increment or parcel shall be dependent upon the ultimate construction of future increments or parcels unless an interim design for drainage through a future increment or parcel is approved by the Pasco County Development Review Committee. (SR #1, 12-6)

30. Prior to the approval of the Master Drainage Plan, an ownership and maintenance program for preservation/conservation areas, recreational areas, recreational vehicle storage areas, drainage areas, detention and retention ponds, common areas and landscape buffer areas must receive Development Review Committee approval. It is anticipated that the ownership and maintenance responsibilities will be provided by restrictive covenants which run with the land. (ADA 14-4)

31. The Master Drainage Plan will contain the necessary design features to regulate off-site discharge of runoff at a rate equivalent to the natural discharge presently existing on-site for a 25-year (24-hour duration) storm event. (ADA 22-2)

32. Storm water treatment facilities will be designed to intercept the first inch of rain for filtration or treatment in accordance with storm water guidelines under Florida Administrative Code 17-25. (ADA 15-5) (D.C.: ...first half-inch...)

33. Adequate easements and rights-of-way will be dedicated to Pasco County or the homeowners association as applicable for operation and accessibility of the stormwater management system. (ADA 22-11)

Water Supply

34. Applicant agrees to dedicate to the County a minimum of two (2) potable water production well sites of not less than one (1) acre

each in size in a location mutually agreed upon by each and the County. (SR #1, 21-20) (Omit this commitment and add: Two new community-service well sites will be provided to Pasco County in accordance with the Water and Wastewater Treatment Service Agreement for One Pasco Center, Colonial Village, and Route 347 dated February 10, 1987.)

Solid Waste

35. No on-site solid waste disposal will be provided within the Cannon Ranch development. (ADA 24-3)

Energy

36. All energy saving techniques pertaining to specific building design and use of energy efficient building materials will be applied where feasible throughout the development of the community. (ADA 25-8) (D.C.: ... use of energy efficient building materials will be encouraged where feasible...)

Recreation and Open Space

37. The applicant has agreed to contribute $262,210 to Pasco County for the purchase of land to be developed as a Regional County Park to satisfy the community needs for organized sport playing fields and courts. (SR #1, 27-3) (D.C.: ...developed as a Regional County Park to serve the community needs...)

38. With the submittal of the first preliminary site plan, the developer may designate on the Master Development Plan a site or sites which do not exceed a total of five (5) acres to be used for recreational vehicle storage for the exclusive use of Cannon Ranch residents. (SR #1, 12-8) (D.C.: Omit this commitment and add: As committed in the ADA in lieu of parkland dedication at the time of first record plat, the developer shall contribute $262,100 to Pasco County to assist the County in purchasing land to be developed as a regional park to be in reasonable proximity and available for use by Cannon Ranch residents and the general public. Fifty Dollars ($50.00) per unit (including multifamily units) park service fee shall be paid at the time of each record plat or, where no plat is required, at the time of each building permit. These fees shall be in lieu of any and all recreational/park impact fees that may be adopted or imposed by Pasco County.)

39. The neighborhood parks and the recreation center will be turned over to a homeowners' association for ownership and maintenance when the association's membership has the ability to generate revenue to support and maintain these facilities. (SR #1, 27-1) (D.C.: Delete "when the association's membership has the ability to generate revenue to support and maintain these facilities.")

Transportation

40. Roadway access onto Cannon Ranch Boulevard, State 52, County Road 577 and major internal roadways, will be limited to local roadways and to major driveways. (SR #1, 12-27)

41. Residential driveway connections and on-street parking will be prohibited on Cannon Ranch Boulevard and major internal roadways. (SR #1, 12-27)

42. Access to Phase I of Cannon Ranch will be via the proposed Cannon Ranch Boulevard and major internal roads constructed within Phase I as shown on the Master Development Phasing Plan (Additional Map H-1). There will be no access to County Road 577 until commencement of Phase II and no access to Tucker Road until commencement of Phase III. (SR #1, 12-27)

43. Applicant has agreed to make provisions for a cross-access easement south of State Road 52 for the property to the East across the community shopping center site for off-site parcels to encourage unified access for adjacent parcels to State Road 52. (SR #1, 12-27)

44. Sufficient right-of-way will be dedicated so that the typical roadway cross-section structural design for Cannon Boulevard, major internal roadways, State Road 52, County Road 577 and Tucker Road will meet the requirements of 336.045, Florida Statutes. However, such right-of-way for County Road 577 shall be no more than 85 feet from centerline. Right-of-way for State Road 52 shall be no more than 105 feet from centerline. Right-of-way for Tucker Road shall be one-half the right-of-way necessary for a minor collector. Reductions of right-of-way may occur, however, if approved by the County, where the road stormwater and storage is within an adjacent increment of development pod or parcel. At intersections of major roads, if more right-of-way is needed to accommodate the roadway, additional right-of-way will be provided. (SR #1, 12-27)

45. The southwest major internal roadway will be extended through parcel 25 to the west project boundary line no later than the completion of Phase IV, unless otherwise extended by Pasco County. The northeast major internal roadway will be extended through Parcel 3 to the north project boundary line. This extension does not need to be stubbed out until or unless there is a firm and specific commitment to construct a road from State Road 52 southward to the Cannon Ranch development which will provide access to State Road 52. (SR #1, 12-28)

46. Applicant will pave Tucker Road to a two lane minor collector road in accordance with standards of Pasco County now in effect, from the major internal roadway connecting to Tucker Road to County Road 577 in conjunction with the connection of the major internal road to Tucker Road. (SR #1, 12-28)

47. A portion of the Cannon Ranch property at the southeast corner of Parcel 12 will be provided to Pasco County as additional right-of-way for the realignment of County Road 577 as provided in condition 4-C of the Cannon Ranch Master PUD Conditions of Approval. (SR #1, 12-28)

Other

48. The applicant will deed to Pasco County District School Board two 15 acre sites, located as shown on the Master Development Plan (Revised Map H), within 120 days from the date of the district's request for use as elementary school sites. It is anticipated that the designated school site adjacent to County Road 577 will be constructed in conjunction with completion of Phase II. The Tucker Road school site is anticipated to be built no sooner than completion of Phase III. (SR #1, 26-1)

49. The Applicant has agreed to deed to the County a 5-acre parcel of land for a library site. The 5-acre parcel is located on County Road 577 immediately north of the neighborhood park and east of Parcel 10 as shown on the Master Development Plan (Revised Map H). The Applicant will have up to 120 days to convey such land from the time of the issuance of the Development of Regional Impact Development Order. This Agreement is subject to a reverter upon the 2,000th residential certificate of occupancy being issued and the construction of the library facility having not been started. (SR #1, 12-26) (D.C.: The developer shall have the right to participate in the architectural review of the design and construction of the library facility.)

EXHIBIT F

Sketch Showing Improvements to S.R. 52

4 lane divided
4 thru lanes + left turn
I-75 S.B.
I-75 N.B.
MAIN
4 lane divided
10000 FT
FIGURE NO. 1
ALTERNATIVE NO. 1
- NEW PAVEMENT